

1993

Cecelia Bea Scafide v. James Wayne Scafide : Addendum to Brief of Appellee

Utah Court of Appeals

Follow this and additional works at: https://digitalcommons.law.byu.edu/byu_ca1



Part of the [Law Commons](#)

Original Brief Submitted to the Utah Court of Appeals; digitized by the Howard W. Hunter Law Library, J. Reuben Clark Law School, Brigham Young University, Provo, Utah; machine-generated OCR, may contain errors.

Mary C. Corporon; Attorney for Appellant.

Carolyn Driscoll; Attorney for Appellee.

Recommended Citation

Legal Brief, *Scafide v. Scafide*, No. 930276 (Utah Court of Appeals, 1993).
https://digitalcommons.law.byu.edu/byu_ca1/5158

This Legal Brief is brought to you for free and open access by BYU Law Digital Commons. It has been accepted for inclusion in Utah Court of Appeals Briefs by an authorized administrator of BYU Law Digital Commons. Policies regarding these Utah briefs are available at http://digitalcommons.law.byu.edu/utah_court_briefs/policies.html. Please contact the Repository Manager at hunterlawlibrary@byu.edu with questions or feedback.

UTAH COURT OF APPEALS
BRIEF

CAROLYN DRISCOLL
Bar Number A0918
648 East 100 South Third Floor
Salt Lake City, Utah 84102
(801) 531-0562

NO. 930276

IN THE UTAH COURT OF APPEALS

STATE OF UTAH

CECELIA BEA SCAFIDE,
Plaintiff/Appellee,

vs.

JAMES WAYNE SCAFIDE,
Defendant/Appellant.

*
* APPEALS NUMBER 930276-CA
*
* Case Number 914903785 DA
*
*

ADDENDUM TO BRIEF OF THE APPELLEE CECELIA BEA SCAFIDE

Appeal from the Third Judicial District Court

Salt Lake County, State of Utah

The Honorable Frank Noel

Mary C. Corporon, J.D.
310 South Main Street
Suite 1400
Salt Lake City, Utah 84101

Attorney for the
Defendant/Appellant

Carolyn Driscoll, J.D.
648 East 100 South Third Floor
Salt Lake City, Utah 84102

Attorney for the
Plaintiff/Appellee

APPEAL PRIORITY NO. 15

FILED
Utah Court of Appeals

DEC 09 1993


Mary T. Noonan
Clerk of the Court

APPENDIX A

To Whom It May Concern;

I James W. Scafide do hereby release all leans and ownership to the following personal items of which I hold title. This action is to comence on July 30, 1991.

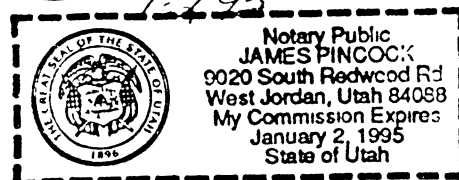
1. One 1988 Dodge SE Caravan, to be put in the name of Cecelia B. Scafide.
2. The major residence of 9703 So. Jordan Rdg. Rd. So. Jordan, Ut. 84065.
3. The assets the rental unit at 1530 W. 4180 So. 84123.
4. The second mortgage at 5510 Hugoton Dr. SLC. Ut. 84115.

In return for the following I James W. Scafide am not liable for child support for his two children of Janine and Christopher Scafide. I shall also be granted reasonable visitation rights. In the event of Cecelia Bea Scafides remararrage. James Scafide shall have option of custidy of his son Christopher.

Signed this day July 30, 1991

James W. Scafide

30 July
91 James W. Scafide
James Pincock



APPENDIX A

CAROLYN DRISCOLL
Bar Number A0918
Attorney for Plaintiff
8 East Broadway Suite 735
Salt Lake City, Utah 84111
Telephone: (801) 531-0562

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

CECELIA BEA SCAFIDE,	*	PLAINTIFF'S AFFIDAVIT IN
Plaintiff,	*	OPPOSITION TO MOTION FOR
	*	RELIEF OF JUDGMENT AND
vs.	*	REQUEST FOR ORAL ARGUMENT
	*	
JAMES WAYNE SCAFIDE,	*	Civil Number 914903785 DA
Defendant.	*	JUDGE FRANK G. NOEL

COMES NOW Cecelia Scafide, being first duly sworn upon her oath, who deposes and states as follows:

1. The Defendant and I did not reside together as husband and wife from November 4, 1967 until June 1992. The Defendant and I separated on numerous occasions prior to our final separation. The Defendant spent a considerable amount of time in Idaho and other places in 1991 prior to the time the Complaint for divorce was filed. For many years the Defendant would frequently leave the children and I, often for months at a time so he could "find himself". The Defendant and I did not reside as husband and wife after our separation or divorce either in Utah or Colorado. During the separation and until my relocation in January 1992 to Colorado I allowed the Defendant to keep some of his personal property in my home as he was constantly travelling.

I accepted a transfer of employment and relocated to Colorado in January 1992. The Defendant moved into our former marital residence on South Jordan Ridge Road in Salt Lake City, Utah so the home would be occupied and the home owner's insurance would not be canceled. After the former marital home was sold the Defendant told the tenant in my rental unit that he had to vacate as the Defendant intended to reside there. The tenant had been paying me four hundred seventy five dollars rent per month. The Defendant only paid two hundred seventy five dollars per month rent. The lower rent received from the Defendant is enough to pay the mortgage but causes me to loose nearly two hundred dollars income per month. The Defendant did stay at my apartment and in the home I subsequently purchased in Colorado on occasion as he was visiting our children and had no where else to stay. His brother John also stayed in the apartment and has been residing in the home in Colorado with my children and I. Everyone has always known that the Defendant and I were divorced and that when he was in Colorado it was to exercise his visitation. The Defendant travelled frequently to Idaho, Colorado, Jamaica, California and other places from Utah and Colorado after I and the children moved to Denver, Colorado. He never was a continuous resident in my domiciles in Colorado, there never was a reconciliation between the Defendant and I and we did not live together as man and wife in Utah or Colorado after the summer of 1991. Frequently, in 1991 and 1992, when it would suit him the Defendant would leave telling me that we were divorced and that he would never be back to see me or the kids. I may have, in

retrospect, been too accommodating to the Defendant. However, it has always been easiest to do as the Defendant has "requested" than to suffer his temper and abuse. Never did I consider myself as living with my husband or furthering any marital relationship after the late summer of 1991. I always believed I was trying to keep the peace between the man I was divorcing and later the man who was my ex-husband. There was never any marital relationship being sustained between the Defendant and I for several years. The lack of any marital relationship between the Defendant and I was made formal in the late summer of 1991.

2. My colleagues and coworkers in Denver, Colorado are aware that I am divorced. I have never indicated to them that I was married or reconciled with my ex-husband. Affidavits from my coworkers attesting to their knowledge of my marital status are attached hereto and incorporated herein as Exhibit A and Exhibit B.

3. I rented an apartment in Colorado for my children and I. I alone negotiated for the rental of the apartment. I indicated to the apartment management and leasing company that I was renting the apartment for myself and my children. Later, I indicated to the management company that the Defendant would occasionally be staying at the apartment as he had liberal visitation rights with our children pursuant to our decree of divorce. The apartment management company and the apartment manager knew there was no marital relationship between the Defendant and I.

4. The Defendant did suffer an industrial accident. He was granted worker's compensation benefits in October 1991. He was able to gain worker's compensation benefits after first obtaining social security disability payments.

4. It is totally inaccurate to characterize the Defendant as being severely depressed, suffering from any mental disability, or less than capable of managing his affairs. He is a schemer who believes he is smarter than most and often goes to great lengths to accomplish his goals of becoming rich quick.

The Defendant has long utilized alcohol as an excuse when things do not go the way he wanted or envisioned and as a means of making certain that I did as he wanted rather than engage in any confrontations or disagreements. The Defendant found it easier to drink to mask his physical pain than to engage in physical therapy, get mental health counseling or engage in other programs which required effort to control his physical pain. The Defendant has demonstrated an ability to drink when it helps him accomplish a goal or to have a convenient excuse. He has the ability to choose when he drinks and how he behaves. He has developed a high tolerance for alcohol. Unless he is completely inebriated he is capable of functioning on a very high level. His tolerance level is so high that he can consume a pint of whiskey without any real effect. Unless you know him well it is difficult to tell he has been drinking even after he has consumed a pint of alcohol.

When the Defendant first inquired about obtaining worker's

compensation benefits he was advised that his injuries were probably not severe enough to entitle him to benefits. He was advised that he had a better chance of obtaining worker's compensation benefits if he was receiving social security disability benefits. He obtained professional assistance in obtaining the social security disability benefits and learned what symptoms and complaints he should complain of to enhance his likelihood of obtaining the social security benefits.

The Defendant manipulated the systems and he has bragged about the same. After he obtained his social security disability benefits he brought suit against the person who had been assisting him to invalidate a compensation agreement for services rendered. On several occasions when the Defendant has been upset with me he has threatened to claim the request for social security benefits was a scam so that the benefits for the children would be terminated. In fact he did not request social security benefits for the children when he was seeking to gain the same for himself. It was not until November or December of 1991 that I learned the children might also be eligible to receive social security benefits and I inquired about the same. The Defendant has always threatened me with being destitute if I ever left him or refused to do what he demanded. The Defendant may have some personality disorders, I certainly have seen him be inappropriately suspicious, act in a hostile manner and be aggressive; however, he is perfectly competent to plan, scheme and act to achieve financial benefits or other goals for himself.

5. I never, as has been alleged by the Defendant, told my ex-husband that the marital estate was endangered due to his " mental stability" or driving record. These concerns were vocalized by the Defendant to me. He initiated discussions with me to keep from loosing everything we had and to make certain that there would be assets for the children to inherit.

The Defendant claims that his depression, addiction to pain medications and addiction to alcohol were at their most severe point in June 1991. I do not believe this statement is accurate. The defendant was making more effort in the spring and summer of 1991 to stop drinking than he had made in quite a long time. I had told the Defendant that I could no longer tolerate his drinking and his abuses and if there was not significant improvement we would either have to separate or divorce. The Defendant was not drinking on a daily basis during this time, but he would go on binges after being completely alcohol free for a week or ten days. I do not believe the Defendant was taking any prescription pain medications during the spring and summer of 1991. I believe the doctors had refused to give him any prescriptions as he continued to drink and take the pain medication. The Defendant was making a concerted effort to be a devoted, attentive father and to be kinder to me in order to prevent any mutual discussions of divorce. I don't believe this was a period of extreme depression but rather was a period of positive planning and effort. Unfortunately, the Defendant could not refrain from alcohol and being abusive and he concluded that the only solution was for me to obtain the divorce.

6. The Defendant was extremely concerned about the possibility of loosing all we had because of his drinking. He also wanted to make certain that the children would be well provided for. In July 1991 he presented me with a notarized statement that he had prepared and typed which indicated the terms he thought would be best for an uncontested divorce. A document typed by the Defendant is attached hereto and incorporated herein as Exhibit C.

7. Neither the Defendant nor I did anything to finalize the dissolution of our marriage until September 1991. The Defendant kept insisting that I should obtain a divorce. I procrastinated for several reasons, primarily because I did not see the necessity of getting a divorce as the Defendant and I were not living together as man and wife and because I did not agree with the terms he had written up but I did not have the stamina to fight about the terms of the divorce with him. The Defendant was home very infrequently. Even if he was in Salt Lake and at the home we purchased together he would stay in the basement and I would stay upstairs.

I finally realized and agreed that the divorce should occur. The Defendant and I were able to agree to nearly all of the terms of the divorce prior to the date I consulted an attorney. My first appointment with Carolyn Driscoll was on September 3, 1991. I did not seek legal assistance for the divorce until after the Defendant and I had agreed upon the terms of the divorce. After my initial consultation with Carolyn Driscoll the Defendant and I resolved the amount of child support that the Defendant was to pay. The

Complaint for divorce was then filed on September 17, 1991.

8. The Defendant and I did meet at Ms. Driscoll's office to execute the Stipulation and Property Settlement Agreement. This meeting lasted over two hours and I distinctly remember wondering why she was being so thorough in explaining documents that both the Defendant and I were given to read. Even before Ms. Driscoll gave the Defendant and I any documents to read she told the Defendant that he had the right to have an attorney represent him, that she recommended he have the settlement agreement and the complaint reviewed by an attorney. She also told the Defendant that she was retained by me and could only represent one party to the divorce and that was Me. The Defendant told Ms. Driscoll that as long as the documents only contained what we had agreed upon he did not want to have an attorney review them and that since he was planning on leaving town he wanted to have everything resolved at this meeting.

Ms. Driscoll had given both the Defendant and I copies of the Complaint, the Summons and the Property Settlement Agreement. After the Defendant and I had read these documents Ms. Driscoll said we would go over each document in detail. She gave the Defendant the Acceptance of Service and asked him to read and sign the document. She again told the Defendant that he had the right to have an attorney represent him in the divorce. The defendant again said he had no desire to hire an attorney to represent him. A copy of the Acceptance of Service of Process executed by the Defendant is

attached hereto and incorporated herein as Exhibit D.

The Defendant was slightly disheveled when he came to Ms. Driscoll's office. She asked him if he had been drinking that day. He told Ms. Driscoll that he had not had anything to drink that day or for several days. His appearance was because there had been some mechanical difficulties with our cars and he had to change tires on one vehicle. I do not remember what else he had been doing to the vehicles that morning but he said the repairs took a while and he was running late to get to the meeting.

Ms. Driscoll went over every paragraph in every document and explained everything to both of us. She also inquired several times if either one of us had any comments or questions. When we were discussing the transfer of the real property the Defendant indicated he wanted to execute the quit claim deeds then because he knew he was leaving town after his upcoming doctor's appointment and did not know when he would be back in Salt Lake City. The quit claim deeds were prepared and executed.

9. I believe it was the Defendant who asked if the divorce could be finalized sooner than Ms. Driscoll explained it would take. Both of us were in agreement that we wanted the divorce finalized as quickly as possible. The Defendant indicated he wanted the divorce finalized before the end of the year so he could pay less taxes on his income. He was expecting a large lump sum settlement payment. He believed if he was single before the end of the year he would

realize significant tax savings. Ms. Driscoll explained that it was possible, in some instances, to have the initial ninety day waiting period waived. The Defendant indicated that he would be going to the doctor in a few days and he would ask for a written letter attesting to the necessity of finalizing the divorce as quickly as possible. The Defendant obtained a letter from a physician's assistant. When it was explained to me that it would be better if the letter were written by a physician the Defendant executed a release at COWORKERS to give me permission to speak to his doctor and obtain the necessary documents to waive the waiting period. He would not schedule another appointment because it would delay his leaving on his trip.

10. The Defendant has always been mentally competent and capable of handling his affairs and understanding matters. He frequently has expressed his belief that he is intellectually superior to most people. Although the Defendant was convicted on the DUI charge he had received in Moab, Utah he rejected my suggestion that he retain an attorney to represent him. He believed he was capable of representing himself, challenging the evidence and beating the charge.

It was the Defendant who decided our marriage could not be saved. He had me file for divorce after it became apparent to him that he was going to have sufficient income to live comfortably.

It was the Defendant who decided that he would pay me less than the full amount of child support and give me the real property

in lieu of full child support and any day care assistance. It was the Defendant who wanted to make certain that estates would be left for the children. he was extremely concerned about what could happen if he got into a wreck or received another DUI. The Defendant told me on numerous occasions that the real property was safer with me.

The suggestion that the Defendant is mentally incompetent to understand the terms of the settlement or other business matters is absurd. The Defendant dictated the terms of the divorce and I agreed to them rather than engage in a costly, difficult contested action. The Defendant always controlled our finances and took care of making our investments. I gave him my paycheck and he managed the monies.

11. There certainly was not three hundred thousand dollars in marital assets when the divorce was settled. The marital home had an indebtedness of seventy five thousand dollars (\$75,000.00), we owed about twenty nine thousand dollars (\$29,000.00) on the rental unit and the Steen loan for another house was about to go into foreclosure. My job was scheduled to terminate on February 14, 1992 if I could not find another job in the U.S. West system. The Defendant was receiving approximately twenty eight hundred dollars per month in income and he left the kids and I to go to California to "find himself".

I was left to pay the indebtedness on all the real properties because I took the homes subject to the indebtedness. There were no

other joint marital obligations. The Defendant had one credit card which he had used in his travels. He agreed to pay the credit card because he was the only one who had outstanding charges on the same.

The Defendant did not want to pay the full of amount of child support that was required under the child support guidelines. He felt paying the full amount would not leave him as much money each month as he wanted. He also felt it was fair to pay less than the full amount of child support if I received all of the real property so I could preserve it for the children. I agreed to this proposal.

The Defendant has tried to be self-employed. He believed he might have taxable income in the future and insisted that he be allowed to claim one child as a dependent on future tax returns. However, he enjoys travelling and doing his own thing and does not stay with employment possibilities for long. At the hearing for his social security disability benefits it was felt that if the Defendant would stop drinking and obtain some assistance in managing his pain that he could work. The matter of continuing disability payments was to be reviewed in two years.

12. It is absolutely ridiculous for the Defendant to believe he is entitled to receive more now than was agreed upon to resolve the divorce. I never suggested any of the terms of the divorce. All of the terms were demanded by the Defendant and I acquiesced.

There was only one consumer debt in existence when the Defendant and I divorced. The Defendant is the only person who had

charges on the credit card. All of the charges related to items purchased by the Defendant for his personal use.

The Defendant had three separate sources of income. There was absolutely no reason why he should not have been expected to pay child support. He had more than sufficient income to meet his needs and to provide some financial assistance to care for his children.

The Defendant's incomes are tax free. My income is taxed. Our gross incomes are nearly identical. However, my net income is significantly less than the Defendant's gross income. My income is utilized to care for three people. The Defendant is free to utilize his entire income on himself. This coupled with the fact that my job was being technologically surplusd and I was not certain that I would be able to find a job without experiencing some period of unemployment while the Defendant's income was guaranteed make the Defendant's assertion that he may have been entitled to alimony absurd.

The Defendant indicated to me that we had nearly identical amounts of monies in IRA accounts. I never doubted the validity of this statement as the Defendant managed the IRA investments for each of our accounts. Each of us received the IRA accounts in our respective names. Again, the Defendant and I made a completely equitable division of assets.

The Defendant and I owned four vehicles at the time of the separation. I was awarded two of the vehicle and the Defendant was awarded two of the vehicles. There was an absolutely equitable

distribution of these vehicles.

The Defendant refused to give me the titles on the two vehicles I was awarded. In May 1992 the Defendant finally gave me the title to the Dodge van. He gave the title of the other automobile I was awarded to his mother. I have done nothing to formally regain title and possession of the vehicle that was given to my former mother-in-law because I mistakenly believed that if I did not object the Defendant would stop threatening to take me to Court, to fight for custody and stop harassing me. I have in my possession several notes and letters from the Defendant threatening to take me back to Court. These documents clearly evidence the Defendant's bad faith. I will utilize them if required.

13. The Defendant has brought this action in bad faith to embarrass me and to cause me further upset and emotional turmoil. He has ulterior motives and is using the legal system to attempt to get back at me. The Defendant raped me in Colorado. I obtained a restraining order against him and told him that I never wanted him in the house again. He accosted the man I have been dating since May 1992. The assault on my friend resulted in a restraining order being imposed requiring the Defendant to have no contact with my friend. A copy of the restraining order obtained in Colorado is attached hereto and incorporated herein as Exhibit E. The Defendant has been making harassing telephone calls to me in Colorado and to my gentleman friend in Utah. Both my friend and I

are attempting to have the Defendant prosecuted for telephone harassment.

In August 1992 the Defendant refused to return the children to me after an extended visitation with their father. I had to take a police officer with me to retrieve the children. I had both children in my car and my gentleman friend was leading in his car on the return to Colorado. The children in my car constantly acted out, aiming a toy gun at my head and repeatedly shooting it at me. They told me that the Defendant told them to be mean to me and to my gentleman friend and to call my gentleman friend despicable names.

When my friend and I stopped at a truck stop in Green River, Wyoming the children jumped from our cars and ran to a pay phone to call their father. After hanging up the telephone they ran away from us and tried to catch a ride with a truck driver. My friend and I could not find the children and I called the county sheriff. As soon as I identified myself the county sheriff told me to stay where I was. Shortly after two sheriff's cars raced into the truck stop and my friend and I were told we were being detained because my children had reported that they were being abused. After nearly three hours of being at the truck stop the children, my friend and I were allowed to continue on to Denver. The children told the officers that their father had told them to run away and to call the police and claim they were being abused. The children have told these officers and my friend and I on more than one occasion that their father and they are going to make certain that my friend is

put in jail.

The officer who investigated the matter in Green River, Wyoming is Sheriff Gary Bailiff of the Sweetwater, Wyoming County Sheriff's office. I have requested that he provide me a copy of his report. I will submit Officer Bailiff's report when I receive the same.

My ex-husband can not accept the fact that I am living my life the way I want, that I am considering remarrying, I am happy and that I want nothing to do with him ever again. He has stated to me, my gentleman friend and our children that my gentleman friend only wants to get married because he wants all of my property. He has stated repeatedly that he will do whatever it takes to regain the property I was awarded in the divorce and to make certain that my relationship with my friend is destroyed. The Defendant knows there is no legitimate basis to relitigate the divorce. He is once again trying to manipulate and terrorize me so that I will be unhappy and have to depend upon him. The Defendant knows his claims in his petition for relief from judgment are false and brought in bad faith. I am counting on the judicial system to protect me and my children and to halt the Defendant in his despicable endeavors.

14. There were and continue to be valid reasons why I was given the real properties acquired during the marriage. However, after my relocation to Colorado I did sell the marital home. I received approximately one hundred five thousand dollars from the sale of the property on South Jordan Ridge Road. I gave the Defendant fifty

thousand dollars (\$50,000.00) of the monies received from the sale of the former marital home. Attached hereto and incorporated herein as Exhibit F are copies of the checks, which total fifty thousand dollars (\$50,000.00), which were tendered to the Defendant from the sale of the former marital home. I mistakenly believed that if I gave the Defendant the monies he was demanding he would stop tormenting the children and I. Obviously, I was wrong as his demands and aggravation continue to escalate.

15. I have never treated this divorce a sham. The Defendant and I both knew this divorce was real and genuine. Even during our separation the Defendant acknowledged the divorce was genuine but he continued to engage in devious schemes. Attached hereto and incorporated herein as Exhibit G is a copy of a letter that the Defendant wrote to friends of his authorizing their use of my medical insurance until after the divorce was finalized. I only located this document when looking for documents to refute the allegations made by the Defendant in this action. The Defendant removed most of my records from my home without my knowledge or consent but it is interesting that he left this behind.

16. I made several attempts to remove the Defendant from my health insurance. My employer has acknowledged receiving requests to provide medical insurance coverage only for the children and I. I never requested the Defendant be given medical insurance coverage in Colorado. Attached hereto and incorporated herein as Exhibit H

is a copy of my initial request, dated January 15, 1992, for insurance coverage for the children and I and indicating that I was divorced and wished to drop coverage for my former husband.

17. The Defendant would not give me title to the vehicles. The vehicles were titled in the Defendant's name. In order to protect my assets I had to provide insurance coverage on all the vehicles and to make certain that if the Defendant was in an accident there would be valid insurance coverage. However, as soon as I was able, after the Defendant finally gave me title to one vehicle, I did insure only myself and my property. I did indicate to my insurance agent that I was divorced. Attached hereto and incorporated herein as Exhibit I is a signed statement from my insurance agent verifying my coverage as a divorced person.

18. The Defendant and I had two joint accounts. The accounts were maintained in joint tenancy to make certain the monies would be available to one of us if something should happen to the other. However, the Defendant utilized the Valley Ban account exclusively. I utilized my account at Zion's Bank exclusively. In Denver, Colorado I opened my own account and did not put the Defendant's name on the account.

19. I executed the lease on the apartment in my name only. The management company wanted to know if there would be any frequent visitors to the unit. I indicated that the Defendant had liberal

visitation privileges with the children and would be there on occasion. By the time the Defendant's brother John came to reside with us the Defendant had already instituted a lawsuit against the apartment complex. I knew we would be leaving so I did not tell the apartment management company that John was also staying at the apartment.

The Defendant later went to the apartment management company and demanded they add his name to the lease. I have attempted to receive the original documents I executed from the apartment management company. However, they are exhibits in the action brought by the Defendant against the management company. Attached hereto and incorporated herein as Exhibit J is a letter from the apartment manager explaining the unavailability of the original lease executed by me.

20. The house in Salt Lake City, Utah had not sold when the Defendant brought suit against the apartment complex and their managers. The children and I needed a place to live as the Defendant was able to have the Colorado court terminate my apartment lease. I did not believe I could qualify to purchase anything for the kids and I on my income alone because I had two other mortgages in Utah for which I was responsible. The Defendant said he would help me to qualify for a mortgage loan.

21. The Defendant selected a piece of property he thought I should buy. The house in Salt Lake City, Utah sold during the period we

were closing on the property the Defendant helped me buy. After we closed on the Colorado property the Defendant began pressuring me to sign a loan for two hundred fifty thousand dollars. He wanted to tear down the dilapidated structure on the property I had purchased for the children and I and build apartments. He believed that if we were building apartments that he would not have to pay any taxes on the monies received from the sale of the Utah home. I refused to go into debt and I refused to go along with yet another scheme that would leave the children and I again homeless.

22. The Defendant quitclaimed his interest in the property to me because he did not want to have any responsibility for the property if i was not going to allow him to develop the property. I utilized my half of the monies I realized from the sale of the Utah home to pay in full the balance owing on the property in Colorado. Attached hereto and incorporated herein as Exhibit K are documents evidencing the payment for the Colorado property from my funds. The Defendant did not utilize any of the monies I gave him from the sale of the Utah property to pay for the Colorado property.

23. The Defendant knows that the structure on the property I purchased in Colorado is dilapidated and in need of repair and insulation before winter comes. He knows that as long as their is a restraining order prohibiting me from selling the property or utilizing assets to make necessary repairs the children and I will continue to live in a cold, drafty, poorly insulated structure that

has exposed wires throughout it. He is hoping that I will become so upset with the poor living conditions that I will capitulate to his demands. I would request the restraining order be lifted and the property in Colorado be declared my sole and separate property so that I can make certain my children and I have adequate housing for the winter.

24. The Defendant registered to vote in Colorado so he could register the vehicles in Colorado. The Defendant refused to put any of the vehicles in my name until May 1992 when he gave me the title to the Dodge Caravan. He needed to prove residency before being able to register the vehicles in Colorado and the voter registration enabled him to show residency. The Defendant also decided to register the vehicles in Colorado so he could attempt to confuse the motor vehicle people and receive a valid driver's license. He wanted to obtain a driver's license without having to reveal his DUI and driving record. I did register my vehicle in Colorado after I received the title in May 1992. I did not assist the Defendant to register any vehicles in Colorado and objected to him registering the vehicles I was awarded as joint property. The Defendant, as was usual, failed to heed my wishes and did what he wanted to accomplish his goals. His goals were to reinstate his driving privileges not foster any alleged marital relationship.

25. I did not deposit monies into the account at Valley Bank. My

monies were deposited into my account at Zions Bank and subsequently into my account in Denver, Colorado. The Defendant funded his account at Valley Bank with his monies. The only joint tenancy aspect of these accounts was the rights of survivorship. I closed my Zions Bank account in early January 1992 when I relocated to Denver, Colorado. The monies in the bank accounts at Valley Bank and Zions Bank did not contain commingled joint funds.

26. Even after the divorce I was unaware of the automatic transfers to my IRA account for quite a while. I believed the Defendant had stopped the transfer of funds to my IRA. When the Defendant mentioned that monies were still being deposited into my IRA account he told me he would make certain that there would be an equalization of the monies. It is my recollection that on one occasion the Defendant deducted the amount that was deposited into the IRA account from his child support payment.

When the Defendant evicted the tenant from my rental unit and began residing there he said that he would pay less rent than the tenant had been paying and the monies that would be going into my IRA would be counted as the balance of the rent I would be receiving if the party occupying the rental unit was paying the full amount of rent.

27. I did not like the proposal made by the Defendant to count the IRA contribution as part of the rents from the rental unit. I did write to Valley Bank and request that the Defendant be responsible

for his credit card and to halt the automatic transfers of funds to my IRA account. A copy of the letter I wrote to Valley Bank is attached hereto and incorporated herein as Exhibit L.

28. I likewise believed the Defendant had canceled the joint credit card. He was the only person who utilized the credit card as I do not like to owe anybody any money. Valley Bank contacted me about the credit card and I wrote the letter , which is Exhibit M, canceling the credit card.

29. There were no repairs that had to be done on the rental unit in Salt Lake City. I told the Defendant, after an argument, that I wanted him to leave and not come back to my home in Colorado. The Defendant decided to evict the tenant who was living there and reside in the rental home himself. He told the tenant that there was going to be an immediate increase in rent which the tenant could not afford and that he wished to occupy the rental unit. The tenant vacated. The former tenant used to work at U.S. West with me in Salt Lake City, Utah. He has been transferred to Grand Junction, Colorado. I have requested he submit a written statement of his interaction with the Defendant. As soon as this statement is received I shall submit it to the Court.

30. The Defendant kept pressuring me to sell the rental unit. I initially did not want to sell the rental unit even though I was now living in Colorado. I changed my mind and discussed selling it

with a Utah real estate agent. The Defendant told me I could not sell it as it worth more as a rental he instructed the agent, who is a personal friend of his to take it off the market. The Defendant told me I couldn't have it but he would live in it and eventually sell it for his profit.

31. Never since our separation have I indicated to the Defendant that I considered the divorce to be of no effect whatsoever and that I still considered us to be husband and wife. These are words the Defendant has said to me. However, in the many cards and letters the Defendant has written me he has begged me for a second chance and a reconciliation. I have given the cards and letters I saved to my attorney. If needed to further discredit the Defendant I shall be happy to submit them to the Court.

32. I have never had an extramarital affair. The Defendant knows this allegation is complete lie. However, he has used this lie to tell my children that the reason for the divorce was that I had been seeing the man to whom I am engaged for a year before our divorce. The Defendant's lies and manipulations to the children are causing them tremendous emotional pain.

33. I did start dating my current boyfriend in May 1992. In May 1992 the Defendant asked me if I was dating someone. I replied that I was. His reaction was very bizarre and frightening. He told me that I was still married to him, that I was having an extramarital

affair and that he would make certain that my relationship with the man I was seeing would end. Since May 1992 the Defendant has done little else but make life difficult for both my boyfriend and I. The Defendant has been physically abusive to my boyfriend and I. he has made countless threats of physical and financial ruin to my boyfriend and I. In addition to the restraining order imposed against the Defendant he has been ordered to pay restitution for the damages he has done to my boyfriend's car. Despite all the Defendant has done my boyfriend and I have decided to marry.

34. The conversation the Defendant refers to in paragraph 12 of his Verified Motion for Relief from Judgment is mistaken as to the date, location and contents. I told the Defendant on numerous occasions that I did not want him expecting to stay in my home in Colorado when he came to visit the children. After he raped me I told him to stay in Utah and to not come near me ever again. The Defendant was fully aware that the divorce was genuine. He often threw that fact in my face when his mood was one of hating me instead of attempting to become reconciled.

35. I have never heard of any time after a divorce to object until the Defendant refers to it in his Verified Motion. I had to be given an explanation of time to appeal and means to recant a divorce stipulation or modify the terms of a divorce after the Defendant's Motion was served upon me. It is absurd for the

Defendant to claim I made statements to him that he was stuck with the results of the divorce because the time to object had elapsed. I did not have sufficient knowledge to make statements like those.

36. The Defendant has once again attempted to turn reality around to his advantage when making allegations in paragraph 12 of the Verified Motion that did not happen as stated. The Defendant told me he was going to have the divorce reversed when he found out I was seriously dating someone. I believe he consulted an attorney even before retaining Ms. Corporon as he told me several things he claimed his attorney had told him he could do. The Defendant told me that he could claim fraud in the divorce proceedings and relitigate the matter. He said that he would be able to take everything away from me and then I would be alone because my boyfriend was only interested in my money. He certainly is attempting to do as he threatened.

The Defendant also told me that he could sue me in Colorado and claim common law marriage. He stated he would be able to take half of the property I had after the Utah divorce's division of assets and that he could take custody of the children and take half of what I had acquired in Colorado. On September 3, 1992 I received two telephone calls from the Defendant. He informed me that he is moving next week to Colorado. I believe it is his intention to institute an action in Colorado for division of assets because of a claimed common law marriage. The Defendant is the one who has made threats to continue his numerous litigations against me so

that I will be too defeated, broken and financially devastated to remarry.

37. The Defendant abducted my son from my home when I was at work. He came to my place of employment about 6 a.m. in an intoxicated state but was not allowed the building security would not allow him to see me. He returned my son to my home and came back to my place of employment. The Defendant followed me home and sexually assaulted me. I did not immediately report the Defendant's rape of me to any one in Colorado. I destroyed the physical evidence of the rape by bathing. However, after receiving counseling from advocates for battered women and after receiving more disturbing telephone calls from the Defendant I did successfully seek a restraining order. On June 30, 1992 the Court in Arapahoe County Colorado did issue a temporary restraining order against the Defendant. A copy of the application for the restraining order and the temporary restraining order are attached hereto and incorporated herein as Exhibit 4.

38. The hearing on the temporary restraining order was held on the morning of July 14, 1992. The Defendant flew from Jamaica to Colorado to appear at the hearing for the permanent restraining order. Because of the Defendant's conduct toward me and my boyfriend who also attended the hearing my boyfriend's name was added to the permanent restraining order which was issued by the Court. A copy of the permanent restraining order is attached hereto

and incorporated herein as Exhibit ^{E-I}.

39. My boyfriend and I returned to my home on July 14, 1992 after the hearing granting the permanent restraining order. The Defendant was at my home waiting for my boyfriend and I to return. The Defendant attacked my boyfriend and his automobile. He then fled from my home as I was calling the police. The police arrived to investigate my call to them. The Defendant then returned to my home to retrieve his plane ticket which he had lost in his attack upon my boyfriend. The Defendant was arrested for his attack upon my boyfriend and the automobile. A copy of the police report of this incident and the Defendant's subsequent arrest is attached hereto and incorporated herein as Exhibit P. The Defendant's tale of finding me kissing my boyfriend and his subsequent assault upon my boyfriend are absolutely inaccurate and stated in a way to portray the Defendant as the helpless victim rather than the perpetrator and instigator of many recent wrongs.

40. My boyfriend has not relocated to Colorado and he does not cohabitate in my home with me. My boyfriend resides in Salt Lake County, Utah and is employed in Salt Lake County, Utah. There was never any scheme to move the Defendant from my home in Colorado and move my boyfriend in.

41. There has never ben any scheme or deliberate plan to take advantage of the defendant's alleged mental disability, to defraud the defendant or the Court or to seize the entire marital estate.

The Defendant is distorting truth and reality to accomplish his own ulterior motives.

The Defendant is acting in a vindictive, impermissible manner because he is unhappy about my relocation to Colorado, my ongoing refusal to consider a reconciliation and my involvement with another man. He has told me repeatedly the lengths he will go to make certain that I am not happy and that I do not retain any property awarded me in the divorce for the use of my boyfriend or for my personal benefit. The Defendant knows all too well that he was the one who dictated the terms of the divorce and the reasons for the division of the marital assets. He was convinced I would never totally exclude him from my life because I was so dependent on him and that I would always be subject to his control and manipulation. It is unacceptable to the Defendant that I have finally become unwilling to interact with him, assertive, independent and happy. He is going to do whatever he can to destroy my happiness and life even if it means bringing this action and others he tells me he is contemplating at the expense of truth and justice.

I have expended a significant time and some money in trying to obtain documents I believe the Defendant removed from my home to refute his meretricious allegations and to retain my attorney to defend against this action. I believe it is appropriate for the

Court to dismiss the Defendant's Motion and to impose sanctions against him for his bad faith action, including an award of all costs and attorney fees I have incurred.

DATED: This _____ day of September 1992.

Cecelia Bea Scafide
Cecelia Bea Scafide, Affiant

SUBSCRIBED AND SWORN TO before me this 15th
day of September 1992.

My Commission Expires:

Arleta D. Patterson
Notary Public

8-21-93

Residing In *Alapahoe*

CAROLYN DRISCOLL
Bar Number A0918
Attorney for Plaintiff
8 East Broadway Suite 735
Salt Lake City, Utah 84111
Telephone: (801) 531-0562

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

CECELIA BEA SCAFIDE,
Plaintiff,

vs.

JAMES WAYNE SCAFIDE,
Defendant.

* AFFIDAVIT OF Roxan L. Allison
*
*
* Civil Number 914903785 DA
*
* JUDGE FRANK G. NOEL

Roxan Lee Allison, being first duly sworn upon her oath,
deposes and states as follows:

1. I have worked with Cecelia Scafide at U.S. West in Denver,
Colorado since January 6, 1992.

2. At no time has Cecelia Scafide ever held herself out as being
married or stated she was married.

DATED: This 9th day of September 1992.

Roxan Lee Allison

/Affiant

Roxan Lee Allison

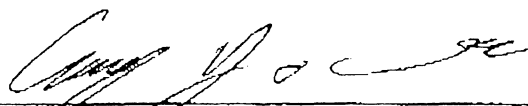
On the 9th day of September 1992 Roxan Lee Allison

Carly J. O'Connor

being personally known by me, did execute the foregoing affidavit and indicate that the statements made therein are matters personally known to her.

My Commission Expires:

7/2/94


Notary Public

Residing In Denver

CAROLYN DRISCOLL
Bar Number A0918
Attorney for Plaintiff
8 East Broadway Suite 735
Salt Lake City, Utah 84111
Telephone: (801) 531-0562

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

CECELIA BEA SCAFIDE,
Plaintiff,

vs.

JAMES WAYNE SCAFIDE,
Defendant.

* AFFIDAVIT OF

*

*

* Civil Number 914903785 DA

*

* JUDGE FRANK G. NOEL

Laura Cooper, being first duly sworn upon her oath,
deposes and states as follows:

1. I have worked with Cecelia Scafide at U.S. West in Denver,
Colorado since January 6, 1992.

2. At no time has Cecelia Scafide ever held herself out as being
married or stated she was married.

DATED: This 9th day of September 1992.

Laura Cooper
/Affiant

LAURA COOPER

On the 9th day of September 1992 Laura Cooper

being personally known by me, did execute the foregoing affidavit and indicate that the statements made therein are matters personally known to her.

My Commission Expires:

7/2/99

Gayle J. O'Connor
Notary Public

Residing In Denver

CAROLYN DRISCOLL
Bar Number A0918
Attorney for Plaintiff
8 East Broadway Suite 735
Salt Lake City, Utah 84111
Telephone: (801) 531-0562

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

CECELIA BEA SCAFIDE,
Plaintiff,

vs.

JAMES WAYNE SCAFIDE,
Defendant.

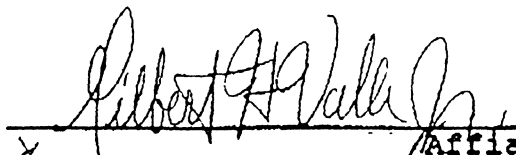
* AFFIDAVIT OF GILBERT H VALLE JR.
*
*
* Civil Number 914903785 DA
*
* JUDGE FRANK G. NOEL

x GILBERT H VALLE JR. , being first duly sworn upon his oath,
deposes and states as follows:

1. I have worked with Cecelia Scafide at U.S. West in Denver,
Colorado since January 6, 1992.

2. At no time has Cecelia Scafide ever held herself out as being
married or stated she was married.

DATED: This 9th day of September 1992.


x Gilbert H Valle Jr. Affiant
Gilbert H Valle Jr.

On the 9th day of September 1992 x Gilbert H Valle Jr.

being personally known by me, did execute the foregoing affidavit
and indicate that the statements made therein are matters
personally known to ~~her~~ him.

My Commission Expires:

7/2/99



Notary Public

Residing In Denver

Exhibit C

To Whom It May Concern;

I James W. Scafide do hereby release all leans and ownership to the following personal items of which I hold title. This action is to comence on July 30, 1991.

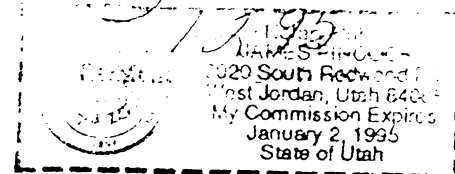
1. One 1988 Dodge SE Caravan, to be put in the name of Cecelia B. Scafide.
2. The major residence of 9703 So. Jordan Rdg. Rd. So. Jordan, Ut. 84065.
3. The assets the rental unit at 1530 W. 4180 So. 84123.
4. The second mortage at 5510 Hugoton Dr. SLC. Ut. 84115.

In return for the following I James W. Scafide am not liable for child support for his two children of Janine and Christopher Scafide. I shall also be granted reasonable visitation rights. In the event of Cecelia Bea Scafides remararrage. James Scafide shall have option of custidy of his son Christopher.

Signed this day July 30, 1991

James W. Scafide

30 July
91 James Scafide
James Scafide



I Barbara E Carroll HAVE WORKED WITH CECELIA SCAFIDE
AT U.S. WEST IN DENVER SINCE JANUARY 6, 1992. DURING THIS
PERIOD OF TIME SHE HAS NEVER HELD HERSELF OUT AS MARRIED.

8-27-92

Shelly L Prochnow
exp 9/27/95

Exhibit C

To Whom It May Concern;

I James W. Scafide do hereby release all leans and ownership to the following personal items of which I hold title. This action is to comence on July 30, 1991.

1. One 1988 Dodge SE Caravan, to be put in the name of Cecelia B. Scafide.
2. The major residence of 9703 So. Jordan Rdg. Rd. So. Jordan, Ut. 84065.
3. The assets the rental unit at 1530 W. 4180 So. 84123.
4. The second mortgage at 5510 Hugoton Dr. SLC. Ut. 84115.

In return for the following I James W. Scafide am not liable for child support for his two children of Janine and Christopher Scafide. I shall also be granted reasonable visitation rights. In the event of Cecelia Bea Scafides remararrage. James Scafide shall have option of custidy of his son Christopher.

Signed this day July 30, 1991

James W. Scafide

30 July
91 James Scafide
James Scafide

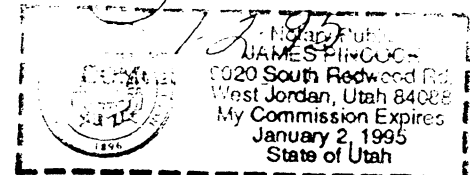


Exhibit A

CAROLYN DRISCOLL
Bar Number A0918
Attorney for Plaintiff
411 East 100 South - Third Floor
Salt Lake City, Utah 84111
Telephone: (801) 531-0562

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

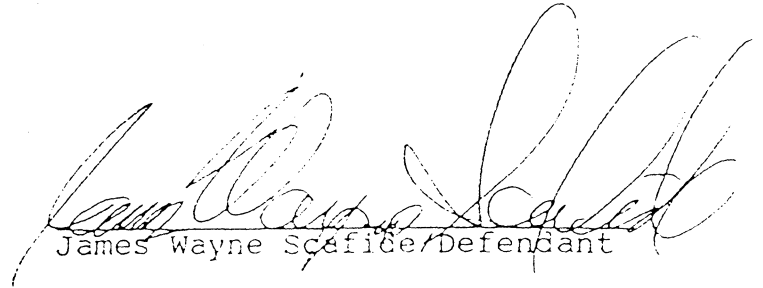
CECELIA BEA SCAFIDE,	*	ACCEPTANCE OF SERVICE AND
Plaintiff,	*	APPEARANCE
	*	
VS.	*	
	*	CIVIL NUMBER _____
	*	
JAMES WAYNE SCAFIDE,	*	
Defendant.	*	JUDGE _____

COMES NOW the Defendant, James Wayne Scafide, having received a copy of the Summons, Complaint for Divorce and the Acceptance of Service and Appearance acknowledges that he has been advised of his right to seek legal counsel and advice, herewith enters his appearance and consents to the jurisdiction of this Court.

The Defendant does hereby acknowledge that he has been informed of his right to seek legal representation through an attorney of his choice and that there is a statutory ninety (90) day waiting period between the date of the filing of the Complaint herein and the date of hearing for the finalization of the divorce

and that he has twenty (20) days from this days date in which to
file an Answer to the Complaint.

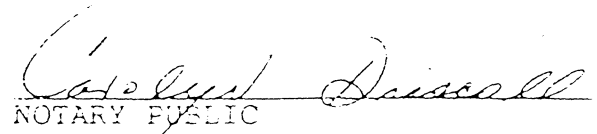
DATED: This 13 day of September, 1991.


James Wayne Scaffice/Defendant

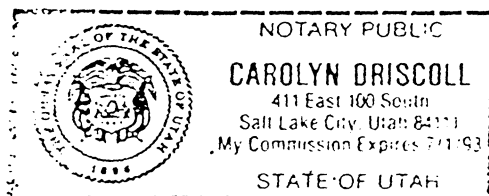
SUBSCRIBED AND SWORN TO before me this 13th day of
September, 1991.

MY COMMISSION EXPIRES:

July 1, 1993


NOTARY PUBLIC

RESIDING IN: Salt Lake City, UT



Civil Action No. 92R44581

Courtroom 303W

VERIFIED COMPLAINT FOR ISSUANCE OF RESTRAINING ORDER PURSUANT TO
C.R.S. 14-4-101 et seq. (Domestic Abuse Act)CECELIA BEA SCAFIDE, Plaintiff,

vs.

JAMES WAYNE SCAFIDE, Defendant.

Plaintiff requests this Court to issue a temporary restraining order pursuant to C.R.S. 14-4-102, as amended, and in support of his/her complaint states as follows:

1. The Plaintiff resides in the County of ARAPAHOE and the Defendant resides in the County of STATE OF UTAH. (WEST VALLEY CITY)

2. The minor child(ren) of this relationship: (Give names and dates of birth) _____
JANINE MARIE SCAFIDE 6-13-81 female
CHRISTOPHER JAMES SCAFIDE 1-9-83 male

3. The Defendant has threatened to commit or has committed an act of violence against me. The Defendant is a current or former relation, lives or has lived in the same residence, or has been involved in an intimate relationship with me. I believe imminent danger exists to my life or health and that the Defendant will continue his/her actions unless he/she is restrained by the Court.

4. The most recent incident when Defendant committed or threatened an act of violence occurred on 6-27-, 1992, when she/he did the following to me and/or the above named child(ren): (Be specific: What was the threat of violence? What was/were the act(s) of violence? Where did this occur?)
~~STOLE SON~~ - STOLE SON - about 4 AM per recording
message on work phone - returned son later about
6 AM HE WAS AT MY JOB SECURITY WOULDNT LET HIM IN
BUILDING - (WAS DRINKING) I CALLED POLICE - they advised I get
this restraining order. (His brother was with the kids &
slept through it all, so did my daughter.) He talked to me
and apologized but I wouldn't take him back. He followed
me home and forced himself on me sexually. He is
scratched and bit all over his chest & back he has
bite bruises on his chin & arm. My boyfriend is
coming to Denver this weekend to visit. I'm worried he'll
come get us. I fear for both of our safety. I
also fear he'll steal my son.

5. Other incidents, if any, when Defendant committed or threatened violence against me and/or the children are: (Give approximate dates, locations, what happened, injuries, threats)

He was only verbal for years, belittling me - He has punched walls in the last year before the divorce which was final on Dec. 3, 1991 - I can see him growing worse due to his drinking. He is on social security due to his alcoholism. He helped me get settled here and has used my address for mail - now he's trying to claim common

6. It is in the best interests of the child(ren) that Plaintiff have their care and control for a period of not more than 120 days, subject to any visitation rights the Court may order. See attached Affidavit Regarding Children. ^{law. He says he wants my son & says he'll re-divorce. I have custody pg 2 =}

7. Plaintiff understands that once entered, an order cannot be changed without permission of the judge.

WHEREFORE, the Plaintiff requests the Court issue a Temporary Restraining Order excluding the Defendant from the family home at

10,000 EAST COLORADO AVE. DENVER, COLORADO 80231
OR ANY OTHER PLACE OF RESIDENCE, AND RESTRAINING THE Defendant from directly or indirectly injuring, threatening, molesting, contacting, or otherwise interfering with Plaintiff and/or the said child(ren) whenever they may be found, and restraining the Defendant from removing or damaging any personal property located at the Plaintiff's home, other than his/her undisputed personal effects, and granting temporary care and control of said minor child(ren) to plaintiff subject to any visitation rights for Defendant that the Court may order, and that the Court issue a Citation directed to the Defendant, commanding him/her to appear before the Court at a specific time and date to show cause, if any, why said Temporary Restraining Order should not be made permanent.

(Cross out what does not apply.)

I swear the facts in this Complaint (and the Affidavit Regarding Children) (and the Motion to Waive Costs) (and the Motion to Omit Address) are true and correct.

Carol B. Saphel

PLAINTIFF

STOP!! DO NOT FILL THIS OUT IF YOU WANT THIS INFORMATION OMITTED. (SEE MOTION TO OMIT ADDRESS.)

ADDRESS

PHONE NUMBER

Subscribed and sworn to before me this

30

day of

March

19

1992
DENVER, CO

DEPUTY CLERK

COUNTY COURT, CITY & COUNTY OF DENVER, COLORADO,

CIVIL ACTION NO. 92R44581 CTRM. _____

AFFIDAVIT OF SERVICE OF RESTRAINING ORDER

CECELIA BEA SCARFIDE, Plaintiff,

vs.

JAMES WAYNE SCARFIDE, Defendant

STATE OF COLORADO

ss.

COUNTY OF _____

I, (state your name and address), _____, being sworn, state under oath that I am over the age of 18 years and is not a party to this action and that I served a copy of the Complaint and Temporary Restraining Order in this action on (give name of the person served) _____

at (give location where served) _____

on (give date and time served) _____

by personally handing the papers to _____

or (state other method of service, if not handed personally to the person) _____

Person who served the papers

Subscribed and sworn to before me this _____ day of _____, 199__.

Notary Public or Court Clerk

COUNTY COURT, CITY AND COUNTY OF DENVER, COLORADO

Civil Action No. 92R44581

Courtroom 303W

TEMPORARY RESTRAINING ORDER AND CITATION PURSUANT TO C.R.S. 14-101 et seq.
(Domestic Abuse Act) Expires 7-14, 1992

CECELIA BEA SCAFIDE, Plaintiff(s),

vs.

JAMES WAYNE SCAFIDE, Defendant(s).

TO: James Wayne Scafide, THE DEFENDANT(S):

THE COURT FOUND after reading the complaint and hearing testimony that you are a current or former relation of the Plaintiff, or that you and the Plaintiff live or have lived in the same domicile or that you and Plaintiff have been involved in an intimate relationship; that you have in the past committed an act of violence against the Plaintiff, or have threatened to do so, such that domestic abuse as defined in C.R.S. 14-101(2) will occur again if not prevented by this Order; and that you and the Plaintiff are adults or emancipated minors. Imminent danger exists to the health or life of the plaintiff.

IT IS HEREBY ORDERED, UNTIL FURTHER NOTICE OF THIS COURT, THAT:

1. YOU, THE DEFENDANT, OR ANYONE ACTING UNDER YOUR CONTROL AND DIRECTION, ARE NOT TO CONTACT, THREATEN, MOLEST OR INJURE THE PLAINTIFF NAMED ABOVE, WHEREVER SHE MAY BE FOUND, INCLUDING, BUT NOT LIMITED TO, PLAINTIFF'S HOME AND WORK.

2. YOU, THE DEFENDANT, ARE TO VACATE THE FAMILY HOME OR PLAINTIFF'S HOME FORTHWITH WHEN YOU GET THIS ORDER. YOU MAY NOT REMAIN THERE, NOR MAY YOU RETURN THERE. YOU MAY, IN THE PRESENCE OF A LAW ENFORCEMENT OFFICER, GO INTO THE HOME ONCE TO OBTAIN SUFFICIENT UNDISPUTED PERSONAL EFFECTS AS ARE NECESSARY FOR YOU TO MAINTAIN A NORMAL STANDARD OF LIVING UNTIL THE NEXT HEARING. YOU MAY NOT GO IN FOR YOUR BELONGINGS UNLESS THERE IS AN OFFICER WITH YOU.

3. IT IS IN THE BEST INTERESTS OF THE CHILD(REN) THAT TEMPORARY CARE AND CONTROL OF THE PARTIES' MINOR CHILD(REN) NAMELY Erin Marie 10-13-81

Michelle Marie 1-9-82
BE GRANTED TO THE PLAINTIFF UNTIL THE NEXT HEARING, IN WHICH TEMPORARY (120 DAYS) CARE AND CONTROL AND VISITATION WILL BE DETERMINED. IF YOU FAIL TO APPEAR, TEMPORARY CARE AND CONTROL OF THE MINOR CHILDREN WILL BE GRANTED TO PLAINTIFF FOR 120 DAYS.

4. NEITHER PARTY SHALL REMOVE THE CHILD(REN) FROM THE STATE OF COLORADO WITHOUT THE WRITTEN CONSENT OF THE OTHER, OR ORDER OF THIS COURT.

5. IT IS FURTHER ORDERED THAT:

NOTICE OF HEARING:

THIS ORDER IS IN EFFECT UNTIL THE 14th DAY OF July, 19 92
AT 8:30 P. M. AT WHICH TIME IT WILL BECOME PERMANENT/UNLESS YOU, THE DEFENDANT,
APPEAR IN PERSON AND SHOW CAUSE TO THE COURT WHY THIS ORDER SHOULD NOT BE MADE
PERMANENT. VIOLATION OF THIS ORDER IS BOTH A CRIME PURSUANT TO C.R.S. 18-6-303.5 AND D.R.M.C.
38-43 AND WILL CONSTITUTE CONTEMPT OF COURT AND SUBJECT YOU TO FINES AND JAIL SENTENCES
AS PROVIDED BY LAW.

ORDER TO LAW ENFORCEMENT OFFICIALS

IF A COPY OF THIS ORDER HAS PREVIOUSLY BEEN PERSONALLY SERVED ON THE DEFENDANT OR THE
DEFENDANT OTHERWISE HAS ACTUAL NOTICE FROM THE COURT OF THE EXISTENCE AND THE
SUBSTANCE OF THIS ORDER AND THE RESPONDING LAW ENFORCEMENT OFFICIAL HAS PROBABLE
CAUSE TO BELIEVE A VIOLATION OF THIS ORDER HAS OCCURRED, IT IS YOUR DUTY TO EITHER ARREST
THE DEFENDANT FOR PROCESSING OF THE STATE MISDEMEANOR OR DENVER ORDINANCE VIOLATION
OR TO REMOVE THE DEFENDANT FROM THE PREMISES AND INFORM THE PROTECTED PERSON(S) OF
THEIR RIGHT TO INITIATE CONTEMPT PROCEEDINGS AGAINST THE DEFENDANT IN THIS COURT.

IF THE ORDER HAS NOT BEEN PERSONALLY SERVED, THEN PURSUANT TO C.R.S. 14-4-102, THE MEMBER
OF THE LAW ENFORCEMENT AGENCY RESPONDING TO THE CALL SHALL SERVE A COPY OF SAID ORDER
TO THE PERSON NAMED DEFENDANT HEREIN. THE COST OF SERVING SAID ORDER SHALL BE TEN
DOLLARS PAYABLE TO THE LAW ENFORCEMENT AGENCY SERVING SAID ORDER, WHICH SHALL BE
ASSESSED AGAINST THE PARTIES AS COURT COSTS OF OBTAINING SAID ORDER.

PROVISION FOR BAIL AND RETURN:

IF DEFENDANT IS ARRESTED IN DENVER ON A LAW ENFORCEMENT OFFICER'S BELIEF THAT S/HE IS
VIOLATING THIS ORDER: THE DEFENDANT IS TO BE HELD UNTIL S/HE CAN BE BROUGHT BEFORE THE
COURT AT THE NEXT AVAILABLE COURT DATE AT WHICH TIME THE COURT SHALL SET BOND. IF YOU
HAVE ANY QUESTIONS CALL COURTROOM 303W, 640-3924.

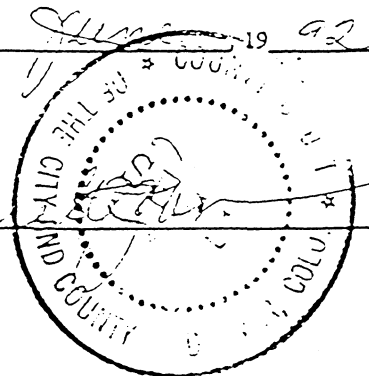
ISSUED AND SIGNED THIS 30 DAY OF July, 19 92

JACQUELINE ST. JEAN

PRINTED NAME OF JUDGE

BY THE COURT:

COUNTY JUDGE



NOTICE TO LAW ENFORCEMENT OFFICIALS

VIOLATION OF THIS ORDER IS A CRIME PURSUANT TO C.R.S. 18-6-803.5 AND D.R.M.C. 38-43. PROOF OF SERVICE IS NOT REQUIRED. IF THE RESPONDING LAW ENFORCEMENT OFFICIAL HAS PROBABLE CAUSE TO BELIEVE A VIOLATION OF THIS ORDER HAS OCCURRED IT IS YOUR DUTY TO EITHER ARREST THE DEFENDANT FOR PROCESSING OF THE MISDEMEANOR OR DENVER ORDINANCE VIOLATION OR TO REMOVE THE DEFENDANT FROM THE PREMISES AND INFORM THE PROTECTED PERSON(S) OF THEIR RIGHT TO INITIATE CONTEMPT PROCEEDINGS AGAINST THE DEFENDANT IN THIS COURT.

PROVISION FOR BAIL AND RETURN:

IF DEFENDANT IS ARRESTED IN DENVER ON A LAW ENFORCEMENT OFFICER'S BELIEF THAT S(HE) IS VIOLATING THIS ORDER: THE DEFENDANT IS TO BE HELD UNTIL S(HE) CAN BE BROUGHT BEFORE THE COURT AT THE NEXT AVAILABLE COURT DATE AT WHICH TIME THE COURT SHALL SET BOND.

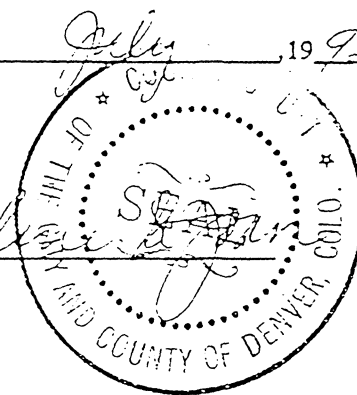
ISSUED AND SIGNED THIS 14 DAY OF July, 19 92

BY THE COURT:

JACQUELINE ST. JOAN

PRINTED NAME OF JUDGE

Judge



THE PARTIES HAVE AGREED TO THE TERMS OF THIS ORDER

Carl E. Smith
PLAINTIFF

DEFENDANT

THE DEFENDANT WAS SERVED IN OPEN COURT THIS 14 DAY OF July, 19 92

Don Smith
COURT CLERK

COUNTY COURT, CITY AND COUNTY OF DENVER, COLORADO

Civil Action No. 92R44581

Courtroom 303W

PERMANENT RESTRAINING ORDER PURSUANT TO C.R.S. 14-101 et seq. (Domestic Abuse Act)
R.365CECELIA BEA SCAFIDE + CHARLES COGGINS, Plaintiff,

vs.

JAMES WAYNE SCAFIDE, Defendant.

THIS MATTER was heard on July 14, 19 92, upon the citation previously issued pursuant to C.R.S. 14-102 directing the Defendant to show cause why the order should not be made permanent. The Plaintiff was present, and the Defendant was not present. The court, having examined the record and heard the testimony, or other evidence, thereby being sufficiently advised of the circumstances, FINDS AND ORDERS THAT: Charles Coggins is added as plaintiff

FINDINGS:

THE COURT FOUND after reviewing the file and hearing testimony, that this court has jurisdiction over the subject matter and the parties in this action, by virtue of personal service on _____, 19 _____. The parties are current or former relations or live or have lived in the same domicile, or have been involved in an intimate relationship. The parties are adults or emancipated minors. The Defendant has in the past committed an act of violence against the Plaintiff, or has threatened to do so, such that domestic abuse as defined by C.R.S. 14-101(2) will occur again if not prevented by this Order. The Defendant has failed to show good cause why the Temporary Restraining Order issued in this action should not be made permanent. The Defendant contested ~~has not~~ except by mail ~~contested~~ the entry of this order.

ORDER:

1. YOU, THE DEFENDANT, OR ANYONE ACTING UNDER YOUR CONTROL AND DIRECTION, ARE NOT TO CONTACT, THREATEN, MOLEST OR INJURE THE PLAINTIFF NAMED ABOVE, WHEREVER ~~THEY~~ they MAY BE FOUND, INCLUDING, BUT NOT LIMITED TO, PLAINTIFF'S HOME AND WORK.

2. TEMPORARY (120 DAYS) CARE AND CONTROL OF THE PARTIES' MINOR CHILD(REN), (NAMELY Plaintiff has sole permanent custody of the children. My interest is divorce of the estate) IS GRANTED TO PLAINTIFF/DEFENDANT.

3. IT IS FURTHER ORDERED THAT: defendant shall stay away from 16000 E Colorado Ave Do not call plaintiff's home or work.

THE TERMS OF THIS ORDER CAN ONLY BE CHANGED BY ORDER OF THE COURT, AND NOT BY AGREEMENT OF THE PARTIES. IF YOU HAVE ANY QUESTIONS ON THE TERMS OF THIS ORDER CALL COURTROOM 303W AT 640-3924.

NOTICE TO DEFENDANT: VIOLATION OF THIS ORDER WILL CONSTITUTE CONTEMPT OF COURT, PUNISHABLE BY JAIL AND/OR BY FINE.

EXHIBIT **OF**

DATE	TRANSACTION	WITHDRAWAL	TELLER	REBECCA
BALANCE TYPE	OLD BALANCE	AMOUNT	NEW BALANCE	ADJUSTMENT
				REASON
S1-SAVINGS ACCT.	78,315.92	23,000.00	55,315.92	
CHECK AMOUNT	***23,000.00	23,000.00		LESS ADJUSTMENT
				0.0

61-075032425



DATE	TRANSACTION	WITHDRAWAL	TELEF	REBECCA
BALANCE TYPE	OLD BALANCE	AMOUNT	NEW BALANCE	ADJUSTMENT
				REASON
S1-SAVINGS ACCT.	105,315.92	3,000.00	102,315.92	
CHECK AMOUNT	***3,000.00	3,000.00		LESS ADJUSTMENT
				0.

61-075032423



DATE	TRANSACTION	WITHDRAWAL	TELLER	REBECCA
BALANCE TYPE	OLD BALANCE	AMOUNT	NEW BALANCE	ADJUSTMENT
				REASON
S1-SAVINGS ACCT.	102,315.92	24,000.00	78,315.92	
CHECK AMOUNT	***24,000.00	24,000.00		LESS ADJUSTMENT
				0.0

61-075032424



BRN TER T/C AMOUNT TRAN # ACCOUNT # Q# SEQ.
 82 5 054 W 23,000.00 170 0001451426 00 DIRECT

DETACH BEFORE CASHING



BELLCO FIRST FEDERAL CREDIT UNION

A MEMBER OWNED INSTITUTION

1111 South Colorado Blvd
 Denver, Colorado 80222

61-075032425

ISSUED BY AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., Englewood, Colorado
 FIRST INTERSTATE BANK OF DENVER, N.A., DENVER, COLORADO

DATE CHECK NO.
 051592 75002425

AMOUNT

23-1
 1020

PAY

TWENTY THREE THOUSAND AND 00/100 DOLLARS

***23,000.00

**TO THE
 ORDER
 OF**

JAMES SCAFIDE
 RE:CECELIA B SCAFIDE

[Signature]

AGENT COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE

DATE: 051592 TRANSACTION: WITHDRAWAL TELLER: REBECCA

BALANCE TYPE	OLD BALANCE	AMOUNT	NEW BALANCE	ADJUSTMENT	
				REASON	AMOUNT
S1-SAVINGS ACCT.	78,315.92	23,000.00	55,315.92		
CHECK AMOUNT	***23,000.00	23,000.00		LESS ADJUSTMENT	0.00

61-075032425



BELLCO FIRST FEDERAL CREDIT UNION

A MEMBER OWNED INSTITUTION

1111 South Colorado Blvd.
 Denver, Colorado 80222

BRN TER T/C AMOUNT TRAN # ACCOUNT # Q# SEQ.
 02 5 054 W 3,000.00 150 00001451426 00 DIRECT

DETACH BEFORE CASHING



BELLCO FIRST FEDERAL CREDIT UNION

A MEMBER OWNED INSTITUTION

1111 South Colorado Blvd.
 Denver, Colorado 80222

61-075032423

ISSUED BY AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., Englewood, Colorado
 FIRST INTERSTATE BANK OF DENVER, N.A., DENVER, COLORADO

DATE CHECK NO.
 051592 75032423

AMOUNT

23-1
 1020

PAY

THREE THOUSAND AND 00/100 DOLLARS

***3,000.00

**TO THE
 ORDER
 OF**

JAMES SCAFIDE
 RE:CECELIA B SCAFIDE

[Signature]

AGENT COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE

DATE: 051592 TRANSACTION: WITHDRAWAL TELLER: REBECCA

BALANCE TYPE	OLD BALANCE	AMOUNT	NEW BALANCE	ADJUSTMENT	
				REASON	AMOUNT
SL-SAVINGS ACCT.	105,315.92	3,000.00	102,315.92		
CHECK AMOUNT	***3,000.00	3,000.00		LESS ADJUSTMENT	0.00

61-075032423



BELLCO FIRST FEDERAL CREDIT UNION

A MEMBER OWNED INSTITUTION

1111 South Colorado Blvd.
 Denver, Colorado 80222

UNITED TITLE SERVICES OF UTAH

TRUST ACCOUNT

4455 South 700 East, Suite 200
Salt Lake City, Utah 84107

Industrial Office
BRIGHTON BANK
1735 S 300 West • Salt Lake City, Utah 84115
97 250/1243

003893

05/04/92

PAY TO THE
ORDER OF

Cecelia Bea Scafide

..\$..**100,555.31

ONE HUNDRED THOUSAND FIVE HUNDRED FIFTY FIVE AND 31/100

DOLLARS

Cecelia Bea Scafide
10000 East Colorado Avenue
Denver, Co. 80231

TWO SIGNATURES REQUIRED



AUTHORIZED SIGNATURE

MEMO

MK 139934 SELLER PROCEEDS

⑈003893⑈ ⑆124302503⑆31 01784 1⑈

UNITED TITLE SERVICES OF UTAH - Trust Acct Salt Lake City Utah

003893

05/11/92 SELLER EQUITY

100,555.31

NET AMOUNT:

100,555.31

9703 South Jordan Ridge Road South Jordan, UT 84065

Seller: Cecelia Bea Scafide

Buyer : Dianna J. Janke

MK

139934

139934

SEP 03 1992

BEAFCO FIRST FEDERAL CREDIT UNION

61-075032424

DATE: 05/592
CHECK NO: 75032424

1111 South Colorado Blvd.
Denver, Colorado 80222

MEMBER SINCE 1988
POST INTERSTATE BANK OF DENVER, N.A. DENVER, COLORADO

AMOUNT

PAY: TWENTY FOUR THOUSAND AND 00/100 DOLLARS

1**24,000.00

TO THE ORDER OF

JAMES SCAFIDE
RE: CECELIA B SCAFIDE

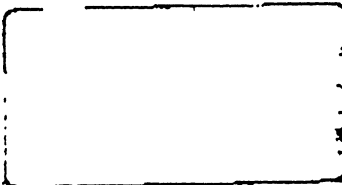
15350251



AUTHORIZED SIGNATURE

10102000018461 407503242400

10002400000



SEP 8 92 TUE 10 11

Handwritten signature

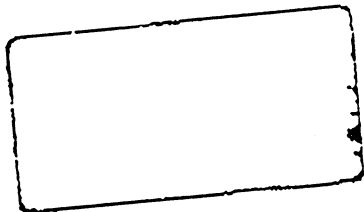
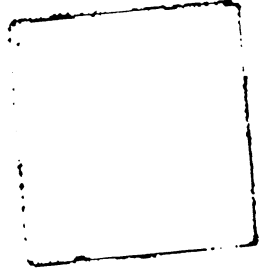
22283562

15 MAY 92

302075018
BELCO
CREDIT UNION
1111 SO. COLO.
BLVD.
DENVER CO 80202
303-632-7830
302075018

1020-00021
MY 92 18

102075018



Hi Bob

I know your not covered
by Paul's insurance & that
you can't pay for health
because you can't afford it.
So here lean on me & use
these.

Paul
Glen

When divorce is final I will
have to cut you off. The medical
is \$100 deductible so take it
easy on me.

I can't get Sue's address
for two weeks.

USWEST

Don Lee - 965-1028
Ray does approving

EXHIBIT H

 RG05-0101
 (12/90)

U S WEST HEALTH CARE PLAN CHANGE OF STATUS FORM

Please check which U S WEST company you currently work or last worked for: U S WEST Communications (USWC):

☐ Eastern Region ☒ Central Region ☐ Western Region; Or ☐ All Other Companies (non-regulated)

SECTION I. PRIMARY PARTICIPANT INFORMATION (Please Print)

SSN 545-72-6073 Name (First, MI, Last) CECELIA B. SCAFIDE
 Home Address (Street, City, State, Zip Code) 9922 E. COLORADO AVE. #107 DENVER, CO Home Phone (303) 751-6550
 Work Location (City) DENVER (State) COLORADO (Zip Code) 80202 ⁸⁰²³¹ Work Phone (303) 965-8499
 Please indicate the total number of dependents you are enrolling (include all previously enrolled dependents whose enrollment will continue)
 Married? ☐ Yes ☒ No Marriage by Common Law? ☐ Yes ☐ No
 Date of status change 1-6-92 (TRANSFERED UT. TO COL.)

SECTION II. DEPENDENT/STATUS CHANGE INFORMATION (Please Print)

My status changed due to:

 1. ☐ Adding or dropping a dependent (Please specify below):

Complete all requested information for each dependent you are adding or dropping										Complete only if you reside in a network area. Refer to MetLife Network Directory when choosing a PCP for each dependent.	
D = Drop or A = Add	Social Security Number	Name First, MI, Last	Sex M or F	Relationship Code (See Instr)	Date of Birth	Does Dep. live with you? If no, list zip code		Effective Date of Change	Reason for Dependent Change (* see below)	PCP NAME (Last, First Name Initial)	Phone
						Y or N	Zip Code				
A	528-49-3065	JANINE M. SCAFIDE	F	3	6-13-81	Y		1-6-92	5		
A	528-49-3141	CHRISTOPHER J. SCAFIDE	M	3	1-9-83	Y		1-6-92	5		
D	555-70-2222	JAMES W. SCAFIDE	M		2-3-47			12-3-71	1		

* REASON FOR DROPPING DEPENDENT (please enter appropriate code): 1 = Divorce, 2 = Dependent Death, 4 = Over Eligible Age, 5 = End Of Full Time Student Status, 6 = Dependent Marriage, A = Dependent No Longer Requires Financial Support, B = Other (Please specify in number 5 below)

* REASON FOR ADDING DEPENDENT (please enter appropriate word): Marriage**, Birth, Adoption, Guardianship, Other (Please specify in number 5 below)

** If a name change has occurred, what was former name? _____

2. ☐ Change in employment status for myself (please specify): _____

3. ☐ Change in employment status for my spouse (please specify): _____

4. ☒ Moving out of area of serviced by the HMO-I am currently enrolled in _____

5. ☐ Other (please specify) MOVED FROM UTAH TO COLORADO FHP NOT OFFERED IN COLORADO. CHOOSING KAISER PERMANENTE

6. Before completing this section, please refer to item 6 on the instruction sheet.

Due to my change in status as indicated above:

☐ I wish to change my U S WEST Health Care Plan coverage category and/or options and/or spending accounts. I have also completed Section III below and any appropriate HMO forms

☐ I am only adding/deleting dependent*

SECTION III. HEALTH CARE PLAN C

COVERAGE CATEGORY: ☐ A-S*

MEDICAL I: ☐ C

MEDICAL II: ☐ F

MEDICAL III:

DENTAL

VISION:



EXHIBIT I

8/3/92

FARMERS INSURANCE GROUP OF COMPANIES

TO WHOM IT MAY CONCERN:

SINCE WRITING INSURANCE FOR THE PERSONAL RESIDENCE OF MS SCAFIDI, AT 10000 E COLORADO AVENUE IN DENVER, SHE HAS CONTINUALLY REPRESENTED HERSELF AS A SINGLE (DIVORCED) PERSON, AND HAVE WRITTEN HER HOMEOWNER'S INSURANCE AND HER AUTO INSURANCE AS A SINGLE PERSON, WITH NO OTHER NAMED INSURED - THIS PERSON HAS NOT REQUESTED THAT ANYONE ELSE BE NAMED AN AN INSURED, AND I HAVE KNOWN MS SCAFIDI SINCE 6/1/92.

Subscribed and affirmed before
me this 4th day of August 1992

Frank Clark

8-26-93

Commission expires date

8441 W. Bowles Ave #270

Littleton, CO 80123

Sincerely,

- WILLIAM H. FRIEND

AMERICA CAN DEPEND ON FARMERS

EXHIBIT J

WESTOVER GARDENS

Apartment Homes

9758 East Colorado Avenue
Denver, Colorado 80251
303/671-6262

Ms. Scafide,

I looked up your file today,
and I'm afraid those papers are
not in your file. The judge
kept them when Jim took
us to court. He said they would

be sent back to us but he hasn't done
that. I don't know when we will receive them
you can thank Jim for this too

Jane

EXHIBIT K

BANK WESTERN
Federal Savings Bank

PAID

LOAN PAYMENT RECEIPT

MAY 18 1992

Name Scufide

BANK WESTERN
a federal savings bank
23-7032 20-7015

Mortgage
Loan Number 1334254

Total Received 40,151.75

Thank You

Receipt of the amounts shown above shall not constitute acceptance by the Association of payments which are past due and with respect to such payments shall not constitute a waiver by the Association of its right to declare the above loan in default and the entire principal balance, plus accrued interest, due and payable.

J. M. Strickland

EXHIBIT K

10,000 CECILIA B. SCAFIDE
8922 E COLORADO AVE NO 107 PH 751-6550
DENVER CO 80231-6812

1166

May 18 1992 23 74 30

PAY TO THE ORDER OF

Bank Western

\$40,151.75

Forty Thousand One Hundred Fifty One Dollars and seventy five cents



BELCO FIRST FEDERAL CREDIT UNION

MEMO pay off of my house

Cecilia B. Scafide

⑆302075018⑆ 145142689⑆ 1166

40151.75		Scafide		102-1233	
40151.75		8922 E Colorado Ave		CANADIAN - AL	
		Denver, CO 80231		BNI - BENT	
MAY 15 1992 13:00:59		# 1334254			
		AMT 40151.75			
Mortgage Loan Payout		23500246		101511	
		23100			
RECEIVED BY		J. M. Atkinson		40,151	

EXHIBIT -

PLEASE TAKE MY NAME
OFF OF THIS CARD - and quit
taking my IRA out of his acct. & my name off
the joint checking we used to share ASAP
TO WHOM IT MAY CONCERN @ VALLEY BANK

I would like to inform you
that I do not at this time nor
have I for many months had
a visa card at your bank. I
divorced in December and my
X-husband was awarded the credit
card that was in perfect standing
I on the other hand closed out
the equity line against the home
which I was awarded.

I don't know why he has not
taken my name off of his card
I moved to Denver in late
December and sold the home at
9703 Jordan Ridge Rd. (He stayed here till
it sold this spring)

I also don't know why he
didn't notify you of his change
of address. It is -

JAMES W. SCAFFIDE

1530 W 4180 S.

S.L.C., UT 84123

I would like you to please correct
your records to reflect the fact
that my credit is and always has
been perfect. You can go back
and look at your records that
he has signed every charge card
since this time period.

P.S. Enclosed is the portion of the divorce
deed. Thanks
C. B. S.

City of Aurora
POLICE DEPARTMENT

1. Offense

Assault

EXHIBIT

92-34486

3. OCL 04E	4. O# 7313	5. CLS X	6. STT C-1	7. Premise Code	8A. <input checked="" type="checkbox"/> Suspect <input type="checkbox"/> mile <input checked="" type="checkbox"/> Adult <input type="checkbox"/> Unknown
8. Disposition <input type="checkbox"/> Unfounded <input type="checkbox"/> Cleared By Arrest <input checked="" type="checkbox"/> Open <input type="checkbox"/> Exceptionally Cleared					
9. Location of Occurrence 10,000 E Colorado Ave					10. GEO Code 76
12. Date Time Occurred		on or between	Month 07	Day 14	Year 92
13. Date Time Reported		on or between	Month 07	Day 14	Year 92
14. How Received <input checked="" type="checkbox"/> Dispatch <input type="checkbox"/> Citizen <input type="checkbox"/> On View <input type="checkbox"/> Supervisor					

CODES: V-Victim R/P-Reporting Party W-Witness S-Suspect

15. Code V	16. Name (Last, First, Middle) Coggins, Charles M	17. Sex M	18. Race C	19. Age	20. Date of Birth 072643	21. Occupation C/O Tech
22. Residence 1051 E. Segoe Lilly Dr.	23. City Sandy Utah	24. Zip Code 84094	25. Telephone 1-801-572-8123	X = Day <input type="checkbox"/>		
26. Business U.S. West	1-801-255-0002					X

A. WAS THERE A WITNESS TO THIS CRIME? YES ☒ IF NO, PLACE X ☐

CANVAS	27. Residence Business Checked	28. Person Contacted	29. Age	30. Home Phone	31. Business Phone
	32. Code W	33. Name Scatide, Cecelia	34. Sex F	35. Race C	36. Age
	37. Date of Birth 10-09-48	38. Occupation Tech Asst	39. Residence 12000 E. Colorado Ave	40. City Aurora	41. Zip Code 80012
	42. Telephone 751-6550	X = Day <input type="checkbox"/>			

B. CAN A SUSPECT BE NAMED? YES ☒ IF NO, PLACE X ☐

C. CAN A SUSPECT BE DESCRIBED OR IDENTIFIED? YES ☒ IF NO, PLACE X ☐

SUSPECTS	44. Code SB	45. Name Scatide, James W.	46. Address 1530 W. 9180 S. West Valley City Utah	47. Telephone 84123
	48. Date of Birth 02-03-49	49. Sex M	50. Race C	51. Age To
	52. Weight 180	53. Height 6-02	54. Build Med	55. Hair brn
	56. Clothing H-269-8303	57. Eyes blue	58. Glasses <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

D. CAN A SUSPECT VEHICLE BE IDENTIFIED? YES ☐ IF NOT, PLACE X ☐

59. Make	60. Model	61. Style	62. Color(s)	63. License No & State	64. Vin
----------	-----------	-----------	--------------	------------------------	---------

E. IS STOLEN PROPERTY IDENTIFIABLE? IF YES, DESCRIBE ON SUPPLEMENTARY FORM IF NO, PLACE X ☐

F. IS A SIGNIFICANT M.O. PRESENT? IF YES, DESCRIBE ON M.O. SHEET IF NO, PLACE X ☐

G. IS PHYSICAL EVIDENCE FOUND? ☒ IF YES, DESCRIBE IN NARRATIVE IF NOT, PLACE X ☐

H. PRELIMINARY INVESTIGATION COMPLETED? YES ☒ IF NO, PLACE X ☐

65. Reason Not Completed

66. CSI Requested Yes ☐ No ☒ If No, Reason:

68. Victim(s) - R/P Signature Date TR-SUPP

FORM 520-508

File Number 777

70. Supervisor Initials and Date

City of Aurora
POLICE DEPARTMENT

2005-2006
071492-2006

1. Initial Offense Classification Assault		15. Victim Cheryl Coggin		13. Date Original Report 071492		72. Date This Report 071492	
111. RI Entry Number 6085436		112. PY Entry Number		113. TYP Codes			
8. UCR Disposition-Change To <input type="checkbox"/> Arrest <input type="checkbox"/> Exceptionally Cleared <input type="checkbox"/> Unfounded <input type="checkbox"/> Inactive				8A. Exceptional Clearance Category <input type="checkbox"/> Prosecute For Lesser Charge <input type="checkbox"/> Juvenile <input type="checkbox"/> Declined By DA <input type="checkbox"/> Duplicate Charges <input type="checkbox"/> Suspect Incarcerated <input type="checkbox"/> Suspect Death <input type="checkbox"/> Other Jurisdiction			

PROPERTY

114. PROPERTY	A. CURRENCY	B. JEWELRY	C. CLOTHING	D. VEHICLE (LOCAL)	E. OFFICE EQUIPMENT	F. RADIO, TV, CAMERAS	G. FIRE ARMS	H. HOUSEHOLD GOODS	I. CONSUMABLES	J. LIVE STOCK	K. MISC.	L. TOTAL
STOLEN	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RECOVERY	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

IF PROPERTY ITEMIZATION, USE THE FOLLOWING FORMAT:

115. Item No.	116. Quantity	117. Brand Name	118. Property Description	119. Serial #	120. Stolen	121. Rec.	122. UCR Property Type
					\$	\$	

CONTINUATION FOLLOW UP SHEET

NARRATIVE

17²⁰ 071492 Respond to 10000 E Champa Ave on report of an assault in progress. On arrival (V) Coggin and (W) Scatide told me that (SB) Scatide had just left (V) told me that earlier he and (W) had been at Denver Co Court getting a restraining order against the ex-husband (SB) Scatide.

At about 17¹⁵ 071492 (SB) came over to the residence and physically attacked (V). (SB) hit and checked (V). (W) called 911.

When (V) got away from (SB) and ran, (SB) went to (V)'s 1984 Chev. Corsica 558 EFM Utah and kicked out the left passenger glass. Damage \$400⁰⁰.

At 17⁴⁰ 071492 (SB) returned to scene and I arrested him.

(SB) jailed on Summary, A 33465 for Battery and Damage Property.

Both (V) and (W) wrote statements concerning the incident.

4-520-510

105. Event Number

Yes ☐

10. Number

10. Supervisor Initials and Date

Page 20

City of Aurora
POLICE DEPARTMENT

2 Original Case Report Number: 42-34486

1 Initial Offense Classification: Assault

15. Victim: Charles Cooper

13 Date Original Report: 07/14/92 72 Date This Report: 07/14/92

111 RI Entry Number

112 PY Entry Number

113 TYP Codes

6 UCR Disposition-Change To

☐ Arrest ☐ Exceptionally Cleared
☐ Unfounded ☐ Inactive

6A Exceptional Clearance Category

☐ Prosecute For Lesser Charge ☐ Juvenile ☐ Declined By DA ☐ Duplicate Charges
☐ Suspect Incarcerated ☐ Suspect Death ☐ Other Jurisdiction

☐ Victim Failure To Prosecute

PROPERTY

114 PROPERTY	A. CURRENCY	B. JEWELRY	C. CLOTHING	D. VEHICLE (LOCAL)	E. OFFICE EQUIPMENT	F. RADIO, TV, CAMERAS	G. FIRE-ARMS	H. HOUSE-HOLD GOODS	I. CON-SUMABLES	J. LIVE-STOCK	K. MISC	L. TOTAL
STOLEN	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RECOVERY	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

IF PROPERTY ITEMIZATION, USE THE FOLLOWING FORMAT:

115 Item No.	116 Quantity	117 Brand Name	118 Property Description	119 Serial #	120 Stolen	121 Rec	122 UCR Property Type
			Statement by V-		\$	\$	

When Cecelia & I drove into the drive way at about 1715, we walked to the door to unlock it. Jim Scaife drove up, jumped out of his car and started running at us screaming like a mad man. He grabbed me by the throat and started choking me telling me that he was going to kill me. We scuffled to my car where he threw me onto the hood causing a dent and a paint scratch. Then he threw me to the concrete twice. The third time he went to throw me to the deck I escaped and ran behind the cars in the drive way. He then beat on my side door glass with his fists. Unable to break the glass with his fists he kicked out the glass on the front passenger's side. In close contact with this man, I smell alcohol on his breath. In the scuffle he dropped his air plane ticket.

Charles M Cooper

CONTINUATION FOLLOW UP SHEET

NARRATIVE

FORM 520-510

109. Event Number

110. Operation I.D.

Yes ☐

Supervisor Initials and Date

71. Page 1 of 1

City of Aurora
POLICE DEPARTMENT

1 Initial Offense Classification Assault	15 Victim Charles Coggins	2 Original Case Report Number 92-34486
111 RI Entry Number	112 PY Entry Number	13 Date Original Report: 071442 72 Date This Report: 071442

8 UCR Disposition-Change To <input type="checkbox"/> Arrest <input type="checkbox"/> Exceptionally Cleared <input type="checkbox"/> Unfounded <input type="checkbox"/> Inactive	6A Exceptional Clearance Category <input type="checkbox"/> Prosecute For Lesser Charge <input type="checkbox"/> Juvenile <input type="checkbox"/> Declined By DA <input type="checkbox"/> Duplicate Charges <input type="checkbox"/> Suspect Incarcerated <input type="checkbox"/> Suspect Death <input type="checkbox"/> Other Jurisdiction	<input type="checkbox"/> Victim Failure To Prosecute
---	--	--

PROPERTY

114. PROPERTY	A. CURRENCY	B. JEWELRY	C. CLOTHING	D. VEHICLE (LOCAL)	E. OFFICE EQUIPMENT	F. RADIO, TV, CAMERAS	G. FIRE-ARMS	H. HOUSEHOLD GOODS	I. CONSUMABLES	J. LIVE-STOCK	K. MISC	L. TOTAL
STOLEN	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RECOVERY	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

IF PROPERTY ITEMIZATION, USE THE FOLLOWING FORMAT:

115. Item No	116. Quantity	117. Brand Name	118. Property Description	119. Serial #	120. Stolen	121. Rec	122. UCR Property Type
--------------	---------------	-----------------	---------------------------	---------------	-------------	----------	------------------------

Statement by (W) Scatide

I got a permanent restraining order today. The judge added Charles Coggins to it as plaintiff. I stopped by the battered womens shelter to tell them thanks for their assistance. When I got home the Jim had left a note in my mailbox that he was taking the kids for the day as previously arranged. I was in the kitchen when my daughter brought in a note a little later my son brought in another one. At first he was using my daughter to make demands of me. I told her to tell him he'd have to send me a note and give at least 48 hours notice before he could see them.

Charlie and I went shopping until about 5:15 we weren't even inside the house when Jim drove in the drive and attacked Charlie. I unlocked the house and dialed 911. Jim was choking Charlie. I went inside and sat a couple of times trying to get Jim off of Charlie. The police responded just after Jim left. It felt like a "hit & run". Jim left a airline ticket on Charlies car which he had damaged a lot. While the police were here, Jim came back and was picked up.

CONTINUATION FOLLOW UP SHEET

NARRATIVE

Don Nick

COUNTY COURT, CITY AND COUNTY OF DENVER, COLORADO

Civil Action No. 921244581

Courtroom 303W

PERMANENT RESTRAINING ORDER PURSUANT TO C.R.S. 14-4-101 et seq. (Domestic Abuse Act)

§ 18-6-5

CECELIA BEA SCAFIDE + CHARLES COGGINS, Plaintiff,

vs.

JAMES WAYNE SCAFIDE, Defendant.

THIS MATTER was heard on July 14, 19 92, upon the citation previously issued pursuant to C.R.S. 14-4-102 directing the Defendant to show cause why the order should not be made permanent. The Plaintiff was present, and the Defendant was not present. The court, having examined the record and heard the testimony, or other evidence, thereby being sufficiently advised of the circumstances, FINDS AND ORDERS THAT: Charles Coggins is added as plaintiff

FINDINGS:

THE COURT FOUND after reviewing the file and hearing testimony, that this court has jurisdiction over the subject matter and the parties in this action, by virtue of personal service on ex-spouse, 19 92. The parties are current or former relations or live or have lived in the same domicile, or have been involved in an intimate relationship. The parties are adults or emancipated minors. The Defendant has in the past committed an act of violence against the Plaintiff, or has threatened to do so, such that domestic abuse as defined by C.R.S. 14-4-101(2) will occur again if not prevented by this Order. The Defendant has failed to show good cause why the Temporary Restraining Order issued in this action should not be made permanent. The Defendant contested ~~did not consent~~ entry of this order.

ORDER:

1. YOU, THE DEFENDANT, OR ANYONE ACTING UNDER YOUR CONTROL AND DIRECTION, ARE NOT TO CONTACT, THREATEN, MOLEST OR INJURE THE PLAINTIFF NAMED ABOVE, WHEREVER ~~THEY~~ they MAY BE FOUND, INCLUDING, BUT NOT LIMITED TO, PLAINTIFF'S HOME AND WORK. except by mail

2. TEMPORARY (120 DAYS) CARE AND CONTROL OF THE PARTIES' MINOR CHILD(REN), (NAMELY Yvonne has permanent custody of the children by decree of divorce of Utah) IS GRANTED TO PLAINTIFF/DEFENDANT.

3. IT IS FURTHER ORDERED THAT: defendant shall stay away from 10000 E. Colorado Ave. Do not call plaintiff's home or work.

THE TERMS OF THIS ORDER CAN ONLY BE CHANGED BY ORDER OF THE COURT, AND NOT BY AGREEMENT OF THE PARTIES. IF YOU HAVE ANY QUESTIONS ON THE TERMS OF THIS ORDER CALL COURTROOM 303W AT 640-3924.

NOTICE TO DEFENDANT: VIOLATION OF THIS ORDER WILL CONSTITUTE CONTEMPT OF COURT, PUNISHABLE BY JAIL AND/OR BY FINE.

NOTICE TO LAW ENFORCEMENT OFFICIALS

VIOLATION OF THIS ORDER IS A CRIME PURSUANT TO C.R.S. 18-6-803.5 AND D.R.M.C. 38-43. PROOF OF SERVICE IS NOT REQUIRED. IF THE RESPONDING LAW ENFORCEMENT OFFICIAL HAS PROBABLE CAUSE TO BELIEVE A VIOLATION OF THIS ORDER HAS OCCURRED IT IS YOUR DUTY TO EITHER ARREST THE DEFENDANT FOR PROCESSING OF THE MISDEMEANOR OR DENVER ORDINANCE VIOLATION OR TO REMOVE THE DEFENDANT FROM THE PREMISES AND INFORM THE PROTECTED PERSON(S) OF THEIR RIGHT TO INITIATE CONTEMPT PROCEEDINGS AGAINST THE DEFENDANT IN THIS COURT.

PROVISION FOR BAIL AND RETURN:

IF DEFENDANT IS ARRESTED IN DENVER ON A LAW ENFORCEMENT OFFICER'S BELIEF THAT S(HE) IS VIOLATING THIS ORDER: THE DEFENDANT IS TO BE HELD UNTIL S(HE) CAN BE BROUGHT BEFORE THE COURT AT THE NEXT AVAILABLE COURT DATE AT WHICH TIME THE COURT SHALL SET BOND.

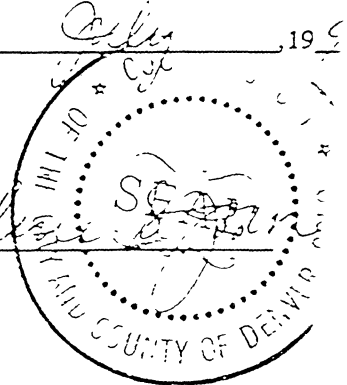
ISSUED AND SIGNED THIS 14 DAY OF July, 199

BY THE COURT:

JACQUELINE ST. JOAN

PRINTED NAME OF JUDGE

Jacqueline St. Joan
JUDGE



THE PARTIES HAVE AGREED TO THE TERMS OF THIS ORDER

Carl B. Jones
PLAINTIFF

DEFENDANT

THE DEFENDANT WAS SERVED IN OPEN COURT THIS 14 DAY OF July

Jon Smith
COURT CLERK

STATE OF COLORADO
EIGHTEENTH JUDICIAL DISTRICT
COUNTY OF Arapahoe

Court Case No. _____

STATEMENT IN SUPPORT OF WARRANTLESS ARREST

Scatide James Wayne 020344 92-34486
Suspect (Last, First, Middle) D.O.B. Agency Case No.
Arloa PD 344-8300 07-14-92 07⁴⁰ am/pm
Arresting Agency Phone Date of Arrest Time of Arrest

Charge(s): 1. Battery 27-38 85000
Charge Statute No./Ordinance No. Class Bond
2. Damage Property 27-52 300
Charge Statute No./Ordinance No. Class Bond

Bob Gordon 48, a peace officer with the Arloa Department
states that there exists probable cause for the warrantless arrest of the above named suspect for the charges stated
above. The officer further states that the facts below are based on personal knowledge and/or interviews with witnesses
and fellow peace officers and/or review of official law enforcement reports.

1. The crime(s) alleged occurred on 07-14, 199 2, at 1720 hr.
_____, City of Arloa, County of Arapahoe, State of Colorado.
2. The suspect was arrested at 07⁴⁰ am/pm on the 14 day of July, 199 2.
3. The facts in support of the probable cause for the warrantless arrest of the above named suspect are as follows:

James Scatide went to ex-wife's residence 10000 E.
Colorado Ave and assaulted his boyfriend Charles
Coggins. I observed Coggins had a scrape to elbow.
James Scatide then kicked in the right passenger
window in Coggins car.

☐ Reports and additional pages stapled to this statement are incorporated into the statement.

Executed on the 14th day of July, 199 2
at 19.50 am/pm

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Bob Gordon
Arresting Officer Signature

Original: Court File
Copy 1: Arrestee copy
Copy 2: Detention Facility copy

Arresting Agency Supervisor's Initials JA

EIGHTEENTH JUDICIAL DISTRICT
COUNTY OF _____

DETERMINATION OF PROBABLE CAUSE TO DETAIN

(Completed by arresting authority)

Arrestee James Wayne Seaford DOB 2-3-49
Address 1530 W. 1180 S. Little Valley City SS#(DET#) 555-70-2222
8/1/25 Date of Arrest 7-14-92
1730 Time of Arrest am/pm
Arresting agency 1/force Phone _____
Arrested for Battery & Domestic Battery CF
_____ CF

The above person is ordered to report to court as directed by the appropriate law enforcement authorities per the following information:

Date _____ Time _____
Court Location _____

(Completed by judge)

Probable Cause Determination

On this date, the court has reviewed the relevant information pertaining to the arrest of the above individual and has determined:

☐

Probable cause to believe that this person has committed a crime does exist there is reason to detain said person pending posting of bond or further court proceedings.

☐

Probable cause to believe that this person has committed a crime has not shown and the person is ordered released pending further court proceedings must appear before the court as directed above.

BY THE COURT:

Judge _____ Division _____
Date _____ Time _____

Original: Court File
Copy 1: Arrestee copy

1/1

State of Colorado
AURORA MUNICIPAL COURT
15001 E. Alameda Drive
Aurora, Colorado 80012
(303) 340-2227

Bond No. _____
SUMMONS/WARRANT NO. _____
PEOPLE OF THE STATE OF COLORADO
CITY OF AURORA
vs.

KNOW ALL MEN BY THESE PRESENTS, that we _____ as principal, and _____

as surety, are jointly and severally held and firmly bound unto the People of the State of Colorado in the penal sum of \$ _____ herewith deposited with the Clerk of the above mentioned Court, said sum to be forfeited to the use of said People, if default be made in the following conditions: that the defendant shall personally appear

at the above mentioned Court on the _____ day of _____, 19____, at _____, and for any other appearances scheduled by the Court until this bond is released by order of the Court, and not depart the jurisdiction of the Court without leave, until the sentence, final disposition, or other order of the Court, then and

there to answer to the said People of the State of Colorado on the criminal charges of _____ Failure to comply with these conditions will result in forfeiture of the bond.

Defendant _____
Address of Defendant _____
Date _____

Surety _____
Address of Surety _____
Clerk _____

_____, as surety, hereby authorizes this bond to be refunded (only to surety) (to Defendant as his own property).

Surety

AURORA POLICE DEPARTMENT

CUSTODY REPORT

SUBJECT NAME (L-F-M) <u>Scatide, James Wayne</u>		CUSTODY DATE <u>07-14-92 1720</u>		CASE # <u>92-34486</u>	
ALIAS(ES)-MAIDEN NAME-NICKNAME <u>"Jim"</u>		LOCATION OF ARREST <u>10000 E. Colorado Ave</u>		<u>16</u>	
SUBJECT'S ADDRESS <u>1530 W 4800 S. West Valley City, Utah</u>		CITY <u>84123</u>		STATE <u>UT</u>	
AGE <u>41</u>		DATE OF BIRTH <u>020344</u>		PLACE OF BIRTH <u>Bakersfield Ca.</u>	
SEX <u>M</u>		RACE <u>C</u>		HEIGHT <u>6-02</u>	
WEIGHT <u>200</u>		HAIR <u>brn</u>		EYES <u>blue</u>	
MARITAL STATUS <u>divorced</u>		OPERATOR'S LICENSE NO. <u>9859731 Utah</u>		ARREST # <u>92-4421</u>	
EMPLOYER <u>not unemployed</u>		EMPLOYER'S ADDRESS <u>N/A</u>		OCCUPATION <u>BUS DRIVER</u>	
EMERGENCY NOTIFICATION <u>refused</u>		ADDRESS <u>N/A</u>		PHONE <u>N/A</u>	
FBI # <u>92362NAZ</u>		CEI # <u>0</u>			
SCARS-MARKS-TATOOS <u>scar down back surgical type.</u>					
VISIBLE INJURIES <u>none</u>				HAS BEEN DRIVEN <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
#1 CHARGE/NCIC <u>Battery 1313</u>		#2 CHARGE/NCIC <u>Damage Property 2402</u>		#3 CHARGE/NCIC	
STATUTE/ORDINANCE NO. <u>27-38</u>		STATUTE/ORDINANCE NO. <u>27-52</u>		STATUTE/ORDINANCE NO.	
SMMNS/WARRANT NO. <u>H33461</u>		SMMNS/WARRANT NO. <u>H33461</u>		SMMNS/WARRANT NO.	
BOND <u>500</u>		COURT <u>Muni</u>		BOND	
COURT <u>Muni</u>		BOND		COURT	
Custody Classification <input checked="" type="checkbox"/> Arrest <input type="checkbox"/> Detention <input type="checkbox"/> Welfare Placement <input checked="" type="checkbox"/> Adult <input type="checkbox"/> Juvenile				Subject's Actions 0-Resisted <input checked="" type="checkbox"/> Cooperated 2-Armed <input type="checkbox"/> Combative 4-Assaulted Officer	
Report Status <input type="checkbox"/> Connecting Case Report No <input type="checkbox"/> Arrest Warrant Application <input type="checkbox"/> Other Agency Assist <input type="checkbox"/> Juvenile Filing <input checked="" type="checkbox"/> Prosecution Report					
CODE F-Father SF-Stepfather M-Mother SM-Stepmother G-Guardian					
Code	Name (Last First Middle)	Address		Zip Code	Phone
		Res			
		Bus			
		Res			
		Bus			
Person Notified of Juvenile Custody (Last First Middle)		How Notified		Relationship	
Juvenile Released To (Last First Middle)		Relationship		Signature of Person Receiving	
Response to Rights <input checked="" type="checkbox"/> Silent <input type="checkbox"/> Acknowledged <input type="checkbox"/> Waived <input type="checkbox"/> Statement <input checked="" type="checkbox"/> Not Applicable		Agency Action <input type="checkbox"/> Released on Summons <input type="checkbox"/> Mental Health <input type="checkbox"/> County Jail <input type="checkbox"/> Youth Center <input type="checkbox"/> Released Pending Charges <input type="checkbox"/> Released No Charges <input checked="" type="checkbox"/> Other		Signature of Person Receiving Agency Name Address Telephone No	
Date/Time of Action		07-15-92/0255 Rel. Cash Bond			
Narrative <u>Pat Down - Cichos</u> <u>skin tone medium</u> <u>1313 H33465 ROB</u> <u>2902</u> <u>685440, 442, 444</u>					
CLEARED BY: <u>D. Marty 13454</u>					
CHECKED BY: <u>[Signature]</u>					
Assigned To <u>[Signature]</u> 07/14/92 1730 Kellist. Kline 1697					

PROPERTY WHEN RECEIVED

MONEY-CASH-COINS

CKS. MONEY ORDERS

WALLET/PURSE

CREDIT CARDS

JEWELRY/WATCHES

DRIVERS LICENSE

COAT/JACKET

SHIRT

SLUGG

PANTS

SLUGS

BOOTS

SHOES

MISC

VEHICLE TOWED

YES NO

ARRESTING OFFICER

PRISONER

DETENTION OFFICER

PHONE CALLS MADE DURING ADMISSION

PRISONER INITIAL

PERSON CALLED

PHONE #

REMARK

DATE TIME

PROCESSING DEPUT

John SCAFIDE

751-6550

contact made

011442 1940

16907

BOND DATE TIME

07/15/92 0855

BOND TYPE

O-PR

S

1-Cash

S

500

2-Surety

S

3-Property

S

Court of Advisement - Date Time

08/14/92 0800

Court Docket Number

H 33465

Court Division

MUNI

Fine \$

Costs \$

Total \$

Jail Days

Stay of Execu

ALL PROPERTY RECEIVED UPON RELEASE

SCAFIDE, James

HEREBY CERTIFY THAT I

HAVE RECEIVED ALL MY PERSONAL BELONGINGS AS WELL AS ALL MONEY, MAIL AND OTHER ITEMS DUE ME HELD FOR ME WHILE IN DETENTION. FROM THE AURORA DETENTION FACILITY

ON THIS

15TH

DAY OF

July

19

92

PRISONER SIGNATURE

Not Obtained

7/15/92

RT INDEX

RT INDEX



OUT

CITY OF AURORA CRIMINAL SUMMONS AND COMPLAINT

IN THE MUNICIPAL COURT IN AND FOR THE CITY OF AURORA
AND THE STATE OF COLORADO, THE CITY OF AURORA BY AND
ON BEHALF OF THE PEOPLE OF THE STATE OF COLORADO

VS

OCA: 92-34486

GEO. CODE: 16

DEFENDANT:	FIRST	MIDDLE	LAST	ADDRESS	CITY	STATE	ZIP CODE
	James	Wayne	Scafide	1530 W. 4180 S. West Valley City	Utah	84123	
YOU ARE HEREBY ORDERED TO APPEAR BEFORE THE MUNICIPAL COURT AT THE ADDRESS OF 15001 E. ALAMEDA DRIVE, AURORA, COLORADO 80012				DR. LIC. # & TYPE	STATE	DATE OF BIRTH	RACE/SEX
COURT DATE: 08 14 92				9859731	UT	020349	CM
TIME: 0800				VEH. LIC. & TYPE	STATE	YR	MAKE
							MODEL
				HOME TELEPHONE	EMPLOYER		BUSINESS PHONE
				1-801-264-8303	none		-
							COLOR TOP/BOTTOM

FAILURE TO APPEAR CONSTITUTES A SEPARATE OFFENSE AND
WILL RESULT IN THE ISSUANCE OF A WARRANT FOR YOUR ARREST.

☐ JUVENILE, ONE PARENT
MUST APPEAR

TO ANSWER THE CHARGE(S) OF VIOLATING THE FOLLOWING SECTION(S) OF THE CITY CODE OF THE CITY OF
AURORA, STATE OF COLORADO, AS AMENDED: WHICH OCCURRED AT THE APPROXIMATE LOCATION

OF: 10000 E. Colorado Ave

IN THE CITY OF AURORA, STATE OF COLORADO, WHICH OCCURRED

ON OR ABOUT 07 14 1992 AT THE APPROXIMATE TIME OF 1220

✓ SEC. NO.	RELATING TO	✓ SEC. NO.	RELATING TO	✓ SEC. NO.	RELATING TO
23-1	JUVENILE CURFEW	27-53 (C)	THEFT - SHOPLIFTING ITEMS VALUED LESS THAN \$300 DOLLARS BELONGING TO *	27-73 (A)	POSSESSION OR CONSUMPTION OF AN ALCOHOLIC BEVERAGE IN A PUBLIC PLACE
23-5	PROHIBITED PURCHASE	27-53 (EX2)	FAILURE TO RETURN RENTAL PROPERTY - VALUED AT LESS THAN \$300 DOLLARS - BELONGING TO *	27-73 (C)	POSSESSION OF AN ALCOHOLIC BEVERAGE IN AN OPEN CONTAINER IN A PUBLIC PLACE
27-2 (B)	POSSESSION OF CANNABIS ONE OUNCE OR LESS	27-54	MOTOR VEHICLE THEFT	27-73 (D)	POSSESSION OF AN ALCOHOLIC BEVERAGE IN A GLASS CONTAINER IN A PARK OR RECREATION AREA
27-2 (C)	PUBLIC CONSUMPTION AND DISPLAY OF CANNABIS	27-67	DISTURBING THE PEACE - MAKES OR CAUSES LOUD OR UNUSUAL NOISES	27-73 (E)	POSSESSION OR CONSUMPTION OF AN ALCOHOLIC BEVERAGE AT A SCHEDULED ATHLETIC EVENT IN A PARK OR RECREATION AREA
27-16	COMPLICITY (ALSO CHARGE PRINCIPAL OFFENSE)	27-69 (1)	DISORDERLY CONDUCT ADDRESSES ABUSIVE LANGUAGE/THREATS	27-81 (B)	PROSTITUTION - OFFERS OR AGREES TO PERFORM SEX FOR MONEY OR OTHER THING OF VALUE
27-19	INTERFERENCE WITH A POLICE OFFICER	27-69 (2)	DISORDERLY CONDUCT FIGHTING IN A PUBLIC PLACE	27-81 (CK1)	PURCHASES OR OFFERS TO PURCHASE SEX FOR MONEY OR OTHER THING OF VALUE
27-21	FALSE REPORT OF A CRIME	27-69 (3)	DISORDERLY CONDUCT ALTER OR BEFOUL PROPERTY	27-81 (CK2)	FURTHERING PROSTITUTION
27-22	FALSE STATEMENT TO CITY PERSONNEL	27-69 (4)	DISORDERLY CONDUCT FAILURE TO OBEY A LAWFUL ORDER	27-82	LEWD OR INDECENT ACT - EXPOSURE OF GENITALS IN PUBLIC
27-24	RESISTING ARREST	27-70 (1)	HARASSMENT - HARMFUL PAINFUL OR OFFENSIVE CONTACT	27-113 (A)	CARRYING A CONCEALED WEAPON
27-37	ASSAULT - ATTEMPTED BATTERY *	27-70 (2)	HARASSMENT - OBSCENE LANGUAGE OR GESTURES	27-113 (C)	UNLAWFUL DISPLAY OF A WEAPON
X 27-38	BATTERY UPON *	27-70 (4)	HARASSMENT - TELEPHONE THREATS OR OBSCENITIES	27-114 (B)	POSSESSION OF AN ILLEGAL WEAPON
27-39	RECKLESS ENDANGERMENT	27-70 (5)	HARASSMENT BY PHONE NO LEGITIMATE PURPOSE	27-115 (A)	DISCHARGING OF A WEAPON IN THE CITY
27-40	FALSE IMPRISONMENT	27-70 (7)	HARASSMENT - INSULTS, TAUNTS, OR CHALLENGES	27-119	POSSESSION OF A FIREARM UNDER THE INFLUENCE OF AN INTOXICANT
27-50 (2)	TRESPASS - PRIVATE PROPERTY REFUSAL TO LEAVE WHEN ORDERED	27-70 (8)	HARASSMENT - CONDUCT THAT HARASSES, THREATENS OR ABUSES	27-120	POSSESSION OF A LOADED FIREARM IN A VEHICLE
27-50 (4)	TRESPASS - ON SCHOOL PROPERTY	27-71	UNLAWFUL SALE OF ALCOHOLIC BEVERAGE	29-1 (A)	VIOLATION OF PARK CURFEW
27-50 (6)	TRESPASS - UNPRIVILEGED ENTRY OR REMAINING UPON PREMISES			29-8	POSSESSION OF GLASS BOTTLES IN A PARK
X 27-52	MALICIOUS INJURY TO PROPERTY VALUED LESS THAN \$300 DOLLARS BELONGING TO *				
27-53 (A)	THEFT - TAKING OF PROPERTY VALUED LESS THAN \$300 DOLLARS BELONGING TO *				

1. SEC. NO. RELATING TO:
2. SEC. NO. RELATING TO:
WITNESS OR VICTIMS * (SPECIFY W or V) NAME ADDRESS DOB PHONE NUMBER
(V) Charles Coggins (072643) 1051 E Sepo Lill Dr Sandy Utah 84091 1-801-572
(W) Cecelia Scafide (10-0448) 10000 E Colo. Ave Aurora 80012 1-801-205-6
() 217-6550
965-8499

SUMMONS # 33465

OCL	OFF	CLS	STT	R I ENTRY NO	TYP CODES	ENTRY NUMBER
-----	-----	-----	-----	--------------	-----------	--------------

[illegible]

IF PROPERTY ITEMIZATION USE THE FOLLOWING FORMAT

115 ITEM NO	116 QUANTITY	117 BRAND NAME	118 PROPERTY DESCRIPTION	119 SERIAL #	120 STOLEN	121 REC'D	122 JCR PHOTO EVID TYPE
	—						

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

DATE

March 22, 1989

Valley Fair Management Office
3601 So. 2700 West
West Valley City, Utah 84112
969-6211

Drinkmaker of Jordan Sancy
Distributors
James W. Scalfino
9703 So. Jordan Rd. Rd.
South Jordan, Utah 84065
801 254 7710

Dear Mr. Richard Black & Ms. Toni Carter:

I am a distributor of a product that has just been developed in the last six months. This unit is called a Drinkmaker. It is a home and a portable soft drink dispenser that also can make carbonated fruit juices.

I am writing to acquire the right to set up in your mall in either a Cart program or be allowed to demonstrate the product during home & recreation exhibits. I would be giving away free samples of beverages or carbonated fruit drinks in now larger than three oz. servings.

I would like to demonstrate the unit to you in hopes of getting your approval.

James W. Scalfino



CIGNA PROPERTY AND CASUALTY COMPANIES
P.O. BOX 911
PORTLAND OR 97207

DATE 05/03/89
CHECK NO. OX04576589

STATEMENT



5900A110X 00 03096 OX04576589
JAMES SCAFIDE
9703 S. JORDAN RIDGE RD
SOUTH JORDAN, UT 84065
SOUTH JORDAN UT 84065

FILE ID
780C849155X

DOLLARS
\$*****658.00

* NOT NEGOTIABLE *

* NOT NEGOTIABLE *

FOR PAYMENT FROM 04/24/89 TO 05/08/89	
CLAIMANT SCAFIDE; JAMES W.	DATE OF EVENT 03/25/87

Questions with regard to this payment should be referred to you
agent or the Customer Service Unit of the Claim Office whose
address appears above.

DETACH THIS PORTION BEFORE CASHING

	CURRENT	YEAR-TO-DATE
GROSS AMT	695.48	7,650.28

CURRENT	YEAR-TO-DATE
---------	--------------

112399

Greyhound Lines, Inc - Amalgamated Council
RETIREMENT AND DISABILITY TRUST

RETAIN FOR
YOUR RECORDS

555-70-2222
SOC SEC NO

NET PAY

\$695.48

CK# 112399

BENEFITS FOR MONTH OF
NOVEMBER, 1991



609

 THE INDUSTRIAL COMMISSION OF UTAH

JAMES W. SCAFIDE*,

Applicant,

-vs-

 GREYHOUND LINES [Employer],
 CIGNA [Carrier for Employer],
 and THE EMPLOYERS REINSURANCE
 FUND,

Defendants.

STIPULATED FINDINGSAND ORDER

CASE NO: 91000551

[HONORABLE Donald L. George]

The parties in the above-entitled workers compensation claim hereby stipulate, agree and request that the following STIPULATED FINDINGS and ORDER be entered awarding to the Applicant workers compensation benefits as follows:

STIPULATED FINDINGS

1. That the Applicant sustained personal injuries by accident arising out of or in the course of employment on or about March 25, 1987 while employed by the Employer.

2. That the Applicant's industrial accident involved a severe injury to his back, neck and right shoulder caused by his being hit by a 550 lb. metal handle attached to a baggage bin door causing severe, multiple and irreversible orthopedic, neurological, internal and psychiatric injuries and medical problems.

 * Social Security Number - 555-70-2222



1 3. That the Applicant was born on February 3, 1949, and is
2 presently 42½ years old.

3 4. That the Applicant possesses a high school diploma and
4 two years of college which was unrelated to his eventual
5 employment.

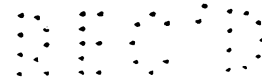
6 5. That the Applicant's relevant work history has been
7 limited to bus driving and maintenance repair work.

8 6. That the Applicant has been temporarily, totally
9 disabled for various periods of time for which compensation has
10 been fully paid, all of which is attributable to the industrial
11 accident.

12 7. That the Applicant has been rated as having a 46%
13 permanent, partial impairment of the whole body [uncombined], 50%
14 of which is attributable to the industrial accident, and 50% of
15 which is attributable to conditions which pre-existed the
16 industrial accident.

17 8. That the Employer/Carrier has paid the Applicant
18 \$34,730.00 compensation (\$27,730.00 as temporary, total
19 disability compensation and \$6,832.80 as permanent, partial
20 disability compensation) and \$30,118.43 for medical expenses
21 occasioned by his industrial injury; in addition, the Employers'
22 Reinsurance Fund has paid the Applicant \$7,516.08 as permanent,
23 partial disability compensation and has also paid the
24 Employer/Carrier \$13,310.40 for reimbursement for temporary,
25 total disability compensation only.

26 9. That the Applicant has not worked continuously or
27 meaningfully in any line of substantial, gainful employment since



1 the date of his industrial accident, and it appears to the
2 parties that the Applicant will never be able to work again.

3 10. That the Social Security Administration of the United
4 States Department of Health and Human Services has determined
5 that the Applicant is totally disabled from all lines of
6 substantial, gainful employment, and commensurate with that
7 determination, commenced total disability benefits to him
8 effective March 25, 1987 the date of his industrial accident, and
9 has continuously made those payments to him through the present.

10 11. That the parties have concluded that the Applicant has
11 not been and is not now a viable candidate for vocational
12 rehabilitation; that referral for vocational rehabilitation
13 evaluation would be an exercise in futility; and, therefore, the
14 parties respectfully request and stipulate to the waiver of same.

15 12. That the Applicant is permanently and totally disabled
16 pursuant to Utah Code Annotated, Section 35-1-67 (1988), based
17 upon, inter alia, his age, education, work history, lack of
18 transferable skills, and the severity, complexity and
19 irreversability of his multiple, medical problems and
20 impairments.

21 13. That the Applicant's appropriate permanent, total
22 disability weekly compensation rate commencing on the date of his
23 industrial injury (with appropriate adjustments being made for
24 temporary, total disability and permanent, partial disability
25 compensation previously paid to him and modified by these
26 Stipulated Findings and Order) is \$280.00 subject to increases in

27

28

0000

1 the minimum permanent, total disability rate as provided for by
2 the Utah State Legislature in future years.

3 14. That the Applicant, the Employer/Carrier, and the
4 Employer's Reinsurance Fund, because of their respective legal
5 and medical positions on the multiple and complex issues in this
6 case, are willing to acknowledge the Applicant's entitlement to
7 past, present and future permanent, total disability benefits as
8 more fully set forth below.

9 15. That the Applicant should receive, and the
10 Employer/Carrier is willing to pay, the total sum of \$10,665.95,
11 calculated as follows:

12	A. Permanent Total Disability Compensation	
13	maximum amount for 312 weeks:	\$87,360.00
14	B. Employer's responsibility [50%] for	
15	industrially caused impairment:	\$43,680.00
16	C. Compensation previously paid by	
17	Employer:	\$34,562.80
18	D. Balance of compensation to be paid:	\$ 9,117.20
19	E. Interest on accrued amount:	\$ 1,548.75
20	F. Total amount due:	<u>\$10,665.95</u>

21 16. That the Employers' Reinsurance Fund is responsible for
22 permanent, total disability benefits commencing 02/11/91. 12/15/

23 17. That the Applicant's attorney is entitled to
24 reasonable attorney's fee for legal services provided herein.
25
26
27
28

0 0 0 0 0 0 0 0 0 0

STIPULATED ORDER

BASED UPON the foregoing Stipulated Findings, and good cause appearing therefore, IT IS HEREBY ORDERED:

1. That the Employer/Carrier shall pay Applicant \$10,665.95 representing its remaining share of permanent, total disability including principal (\$9,117.20) and interest (\$1,548.75) through the present in a lump sum, less the attorney's fees awarded below.

2. That the Employer/Carrier shall pay Applicant's attorney, Virginius Dabney, Esq., a reasonable attorney's fee in the amount of \$4,889.86, said amount to be deducted from the above award.

3. That The Administrator of the Employers' Reinsurance Fund shall further prepare the necessary vouchers directing the State Treasurer as Custodian of the Employer's Reinsurance Fund, to place the Applicant on the Employers' Reinsurance Fund payroll effective ^{12/15/90} ~~February 11, 1990~~, with future compensation to be paid at the rate of \$280.00 per week, subject to increases in the minimum permanent, total disability compensation rate as provided for by the Utah State Legislature in future years, for as long as the Applicant shall live, or until futher Order of the Industrial Commission.

4. That the Employer/Carrier shall pay all medical expenses incurred as a result of the industrial accident, said expenses to be paid in accordance with the medical and Surgical Fee Schedule of the Industrial Commission.

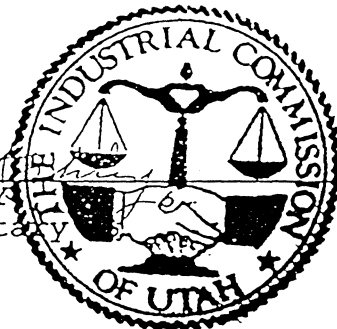
Figure 1 consists of a 3x3 grid of scatter plots. Each plot has 'Number of children' on the x-axis and 'Number of mothers' on the y-axis. The top row shows a positive correlation, the middle row shows a negative correlation, and the bottom row shows no correlation. Each plot contains a different set of data points.

APPROVED this 24th day of October, 1991.

Donald J.
Hess

Passed by the Industrial Commission
of Utah, Salt Lake City, Utah this
3472 day of ~~September~~ 1991.
October

Patricia O. Ashby
PATRICIA O. ASHBY
Commission Secretary

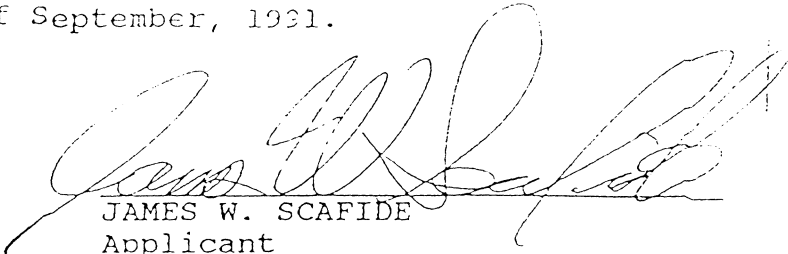


3 0 0 7 0 3 0 . 7 1 1

8 1 0 0

1 APPROVAL OF STIPULATED FINDINGS AND ORDER

2 DATED this 4th day of September, 1991.

3
4
5 
6 JAMES W. SCAFIDE
Applicant


7 DATED this 5th day of September, 1991.

8 DABNEY & DABNEY, P.C.

9
10 
11 VIRGIILIUS DABNEY, ESQ.
Attorneys for Applicant


12 DATED this 6th day of September, 1991.

13 ROBERT J. SHAUGHNESSY & ASSOC.

14
15 
16 ROBERT J. SHAUGHNESSY, ESQ.
Attorneys for Employer/Carrier

17 DATED this 24th day of September, 1991.

18 EMPLOYERS' REINSURANCE FUND

19
20 
21 ERIE V. BOORMAN, ESQ.
Administrator of the Fund

22
23
24
25 //WCF//ScafStip
26
27
28

1 0 3 5 0 3 3 4 1 1

I hereby certify that on the 24th day of October, 1991, a copy of the attached Stipulation and Order in the matter of James Scafide was mailed, postage prepaid to the following persons, at the following addresses:

James Scafide
9703 S Jordan Ridge Rd
S Jordan UT 84065

Erie Boorman, Administrator
ERF

Virginus Dabney, Atty
350 S 400 E #202
Salt Lake City UT 84111

INDUSTRIAL COMMISSION OF UTAH

June S. Kelstrom
June S. Kelstrom, Paralegal
Adjudication Division

cert.1.

THE INDUSTRIAL COMMISSION OF UTAH

Case No. 91000551

JAMES W. SCAFIDE,

Applicant,

vs.

WESTERN GREYHOUND LINES and/or
CIGNA PROPERTY & CASUALTY CO.
and EMPLOYERS' REINSURANCE
FUND,

Defendant.

ORDER FOR REIMBURSEMENT FROM

THE EMPLOYERS' REINSURANCE FUND

FOR ADDITIONAL MEDICAL EXPENSES

Set # 555-70 - ~~2222~~ 2200

* * * * *


WHEREAS, on or about February 28, 1992, the carrier in the above entitled matter, caused a Petition for Reimbursement to be filed with the Commission, seeking reimbursement from the Employers' Reinsurance Fund for *50% of the amounts paid as additional medical expenses, and

WHEREAS, the carrier has paid an additional \$541.46 for medical care of the applicant for an industrial accident sustained on March 25, 1987, and

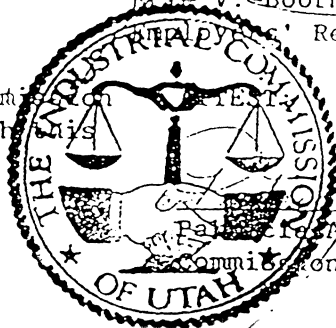
WHEREAS, the applicant has sustained a 100% permanent total disability of the whole body with 50% due to pre-existing conditions which is the responsibility of the Employers' Reinsurance Fund, and

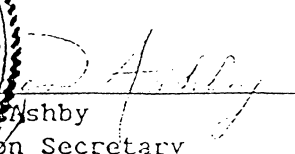
WHEREAS, the Administrator of the Employers' Reinsurance Fund has determined that the Petition is proper and should be credited,

NOW, THEREFORE, IT IS ORDERED that the Employers' Reinsurance Fund prepare the necessary vouchers directing the custodian of the Employers' Reinsurance Fund to reimburse CIGNA INSURANCE COMPANY, in the amount of \$270.73 which amount represents *50% *(see Order) of the additional amounts the carrier has paid for medical expenses.


Eric V. Boorman, Administrator
Employers' Reinsurance Fund

Passed by the Industrial Commission
of Utah, Salt Lake City, Utah, this
17th day of March, 1992.




Patricia A. Ashby
Commission Secretary

CERTIFICATE OF MAILING

I certify that on March 17, 1992

a copy of the attached ORDER

was mailed to the following persons at the following
addresses, postage paid:

Cigna Insurance Company, 1245 East Brickyard Road, #220, Salt Lake City,
UT 84106

Cigna Corp./Recovery Services Intn'l, Attn: Susan M. Carnell, 6420 S.W.
Macadam, P.O. Box 911, Portland, Oregon 97207

Industrial Commission of Utah

THE INDUSTRIAL COMMISSION OF UTAH

By C. Thuy Nguyen

1000-0007-8

CANCELLED

APR 26

A6 92 26

1000-0007-8

APR 26

24 45 82

DO NOT SIGN / WRITE
FOR FRAG. 11

PLEASE HERE.

x *Carl* *Smith*

RETURN ITEM NOTICE

BELCO FIRST FEDERAL CREDIT UNION
1111 SOUTH COLORADO BLVD., DENVER, CO 80202
WE HAVE CHARGED YOU

CHANGED YOUR ACCOUNT AND RETIREMENT
802222.892-7824

REASONS: 1. *103*
2. ACCOUNT CLOSED
3. BUREAU AGENT T. D. C. 11

DESCRIBED BELOW:

REASON	DRAWN BY	DRAWN ON
6. ENDORSEMENT MISSING 7. NO OFFICIENT FUNDS 8. PAYMENT STOPPED 9. POST DATED		
10. REFER TO MAKER 11. SIGNATURE INCOMPLETE 12. SIGNATURE NOT AUTHORIZED 13. STALE DATE		

ACCOUNT NO.

James S. Hale
2/18/1921

~~SERVICE CHARGE £7.45~~

AMOUNT

To:

1864

DATE: 8/31/42

APPROVED: 5/11

TOTAL 704.00

**DO NOT FAIL
TO MAKE THIS
ENTRY IN YOUR
RECORD BOOK.**

JAMES W SCAFFIDE 06-02
10000 E COLORADO AVE (303) 751-0550
DENVER, CO 80231

5

108

Pay to the
Order of _____

Lececia St. Raymond Ave

because

Paid

Presented



Northwest Electric Manufacturing Company,
 P.O. Box 770-62000 - 1-800 South Main Street
 Aurora, Colorado 80010
 Attention: Kathleen (P.O. Box 600-6000)

1:1070021761

500330* 0108
44

0056900004

2:30 20750184

70000695007

APPENDIX C

...shall be deemed to be made by the Owner and applied as payment of future rent as the same become due and payable hereunder. No such re-entry or retaking possession of said Apartment by the Owner shall be construed as an election on his part to terminate this lease unless written notice of such intention be given to the Resident or unless the termination hereof be decreed by a Court of competent jurisdiction.

13. **ASSIGNMENT:** Resident shall not assign this Agreement or sublet the Apartment or any part thereof, and shall not allow any person to occupy the same other than persons to whom the Apartment is rented under this Agreement without prior written consent of the Owner.

14. **ACCESS:** Resident shall allow Owner access at all reasonable times to the Apartment for the purpose of inspection, or to show the Apartment to prospective purchasers, mortgagees of the Apartment building, or to any other person having a legitimate interest therein, or to make necessary repairs or improvements. Owner shall, whenever practicable, give Resident 24 hours notice prior to entering the Apartment. Resident agrees that in case of emergency or apparent abandonment, Owner may enter the Apartment without consent of Resident.

15. **RE-RENTING:** Resident agrees that Owner shall have the right to show the Apartment to prospective residents at reasonable times for a period of twenty (20) days prior to expiration of this tenancy, or upon having received written notice from Resident of an intention to vacate. Owner shall, whenever practicable, give Resident 24 hours notice.

16. **ATTORNEY'S FEES:** It is hereby agreed between the parties that in the event either party incurs Court costs and attorney's fees by reason of any default or breach by the other party, the prevailing party in any such Court action shall be entitled to reasonable attorney's fees and Court costs from the other. Any clause which is contrary to State law shall be excluded and unenforceable as to that clause only.

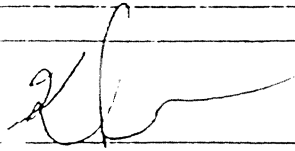
17. **NOTICE TO QUIT AND HOLDOVER:** RESIDENT AGREES, AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE TERM HEREOF, TO GIVE WRITTEN NOTICE TO AGENT OF THE INTENTION TO VACATE THE SUBJECT APARTMENT AT THE END OF THE TERM OF THE LEASE. AND IF SUCH NOTICE IS NOT TIMELY GIVEN, THE RESIDENT SHALL BE LIABLE FOR AND AGREES TO PAY TO THE AGENT, THE RENT DUE FOR THE FOLLOWING MONTH IF THE SUBJECT PROPERTY IS NOT RE-RENTED. In the event that the Resident holds over the Apartment after the term of the Rental Agreement, the same shall be deemed to be month-to-month residency, at the then existing rental rate for units of similar design and floor location, with all other provisions of the Rental Agreement, including the provision requiring at least thirty (30) days notice of Resident's intention to vacate upon the expiration of the lease term, shall remain in full force and effect. Resident understands that notices tendered after the first of any month shall not be effective to terminate this Rental Agreement until the last day of the following month (example--notice received on June 3 will not terminate lease until July 31).

18. **OWNER'S LIABILITY:** Owner and Resident further agree that Owner will not be liable for any damages or losses to person or property caused by other residents, or persons, theft, burglary, assault, vandalism, or other crimes. Owner shall not be liable for personal injury or for damage to contents of Resident's personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or acts of God unless same is due to negligence of Owner. Owner strongly recommends that Resident secure his own insurance to protect against all of the above events. Resident has inspected existing locks and latches and agrees they are safe and acceptable, subject to Owner's duty to make needed repairs of same upon written request of Resident. Owner shall have no duty to furnish alarms of any kind, security guards, or additional locks and latches.

19. **GENERAL PROVISIONS:** This Agreement, together with any written agreements executed simultaneously herewith, contains the entire Agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by Owner and by Resident. THERE ARE NO ORAL UNDERSTANDINGS, initials, terms or conditions and neither party has relied upon any representations, express or implied, not contained in this Agreement or in written agreement, if any, executed simultaneously therewith. At the time of signing hereof, Owner or the management company representing Owner is an owner member in good standing of both the Colorado Apartment Association and the affiliated local apartment association for the area where the Apartment is located; and if not, this lease is unenforceable by Owner and voidable by Resident at any time.

20. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Rental Agreement is liable for the full amount of any and all financial obligations herein and is further agreed that each and all of the signors herein are jointly and severally liable for any and all financial obligations.

21. **ADDITIONAL PROVISIONS:** _____


AGENT FOR OWNER

12-30-91
DATE

 12-30-91
RESIDENT DATE

RESIDENT

DATE